

**PART I - THE SCHEDULE**

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**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**B.1 DOE-B-2010 INDEFINITE-DELIVERY INDEFINITE-QUANTITY CONTRACT (OCT 2014) (DEVIATION)**

(a) This is an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract, utilizing Firm-Fixed Price (FFP) task orders, that may include ~~a~~ separate Contract Line Item Number ~~(CLIN(s) (CLINs))~~ (within Task Orders) for specified cost reimbursable (no fee) items. The Contractor shall provide the following services, at the fixed unit prices specified in Section B.3, Pricing Schedule.

| CLIN Number | Item Description                  | Period of Performance/<br>Contract Term                  | Maximum Ceiling Value |
|-------------|-----------------------------------|--|-----------------------|
| (b) 00001   | TRU Waste Transportation Services | May <del>2928</del> , 2017 to May <del>2827</del> , 2022 | \$112,000,000         |

M  
~~Minimum Quantity:~~ The minimum quantity established for this contract will be the total FFP for the 60-day Contract Transition ~~plus the total FFP for the 10 months of Basic Transportation Services—Period 1, as follows.—~~ as identified in B.3(a).

|   |   |
|---|---|
| <del>Total FFP for 60-Day Transition Period:</del>                          | <del>\$/To be filled in by Offeror/</del> |
| <del>Total FFP for Basic Transportation Services—Period 1 (10 months)</del> | <del>\$/To be filled in by Offeror/</del> |
| <del>Minimum Quantity of Services:</del>                                    | <del>\$/To be filled in by Offeror/</del> |

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**B.2 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement.

**B.3 PRICING SCHEDULE**

The Government will issue FFP task orders that may include some specified cost

reimbursable (no fee) items, in accordance with the following pricing schedules identified below in paragraphs (a), (b), (c), and (d).

(a) **CONTRACT TRANSITION PERIOD:**

The Contractor shall perform contract transition services pursuant to Section C.3.1.16 *Contract Transition*. The Contract Transition Period is anticipated to be a 60-day period beginning with issuance of the Notice to Proceed (NTP) (i.e., issuance of the first Task Order for Transition). The Contract Transition Period is FFP. Pricing of Contract Transition activities shall include a breakout of the Contractor’s total FFP for transition activities as follows:

| Transition Period Item Description   | Firm Fixed Price                      |
|--|---------------------------------------|
| Administrative functions including preparation and submission of all plans and procedures in accordance with <del>PWS</del> Section J.4, Attachment B, “Reporting Requirements Checklist,” PWS Section C.3.1.16, C.4.3, and PWS Section C.4. | \$(To be filled in by Offeror)        |
| Acquisition of or modification to a terminal during the 60-day Contract Transition Period in accordance with PWS Section C.3.1.16 and C.4.3.   | \$(To be filled in by Offeror)        |
| Acquisition of or modification to tractors during the 60-day Contract Transition Period in accordance with PWS Section C.3.1.16 and C.4.3.   | \$(To be filled in by Offeror)        |
| Hiring and training of drivers during the 60-day Contract Transition Period in accordance with PWS Section C.3.1.16 and C.4.3.   | \$(To be filled in by Offeror)        |
| <b>Total Firm Fixed Price for 60-Day Transition Period:</b>  | <b>\$(To be filled in by Offeror)</b> |

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(b) **BASIC TRANSPORTATION SERVICES:**

The Contractor shall provide basic transportation services for the total FFP specified period, consisting of the following sub-items which are Not Separately Priced (NSP):

| Basic Transportation Services  | Period 1<br>(10 Months)        | Period 2<br>(12 Months)        | Period 3<br>(12 Months)        | Period 4<br>(12 Months)        | Period 5<br>(12 Months)        |
|--|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>General Services:</b> Perform general services pursuant to Section C.3.1 (less Section C.3.1.16, Contract Transition)                                       | NSP                            | NSP                            | NSP                            | NSP                            | NSP                            |
| <b>Terminal Services:</b> Provide, operate and maintain a terminal pursuant to Section C.3.2.  | NSP                            | NSP                            | NSP                            | NSP                            | NSP                            |
| <b>Tractor Services:</b> Provide, operate and maintain a minimum of 6 Contractor furnished tractors pursuant to Sections C.3.3 and C.3.4.                      | NSP                            | NSP                            | NSP                            | NSP                            | NSP                            |
| <b>Trailer Maintenance Services:</b> Maintain 30 Government furnished trailers pursuant to Section C.3.4 and H.1, Government Property and Data                 | NSP                            | NSP                            | NSP                            | NSP                            | NSP                            |
| <b>Driver Services:</b> Provide a minimum of 6 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.  | NSP                            | NSP                            | NSP                            | NSP                            | NSP                            |
| <b>Data/Reports:</b> Provide data and reports pursuant to Section C.4, Section J, Attachment B, and as required by any and all other sections of the contract. | NSP                            | NSP                            | NSP                            | NSP                            | NSP                            |
| <b>Total Firm Fixed Price:</b>   | \$(To be filled in by Offeror) |

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(c) **ADDITIONAL TRANSPORTATION SERVICES:**

In addition to the above basic transportation services, the Government may order additional services described below for a period of 6 or 12 months as specified in individual Task Orders at the Firm Fixed Unit Prices (FFUP) specified. The prices and durations stated for the 6-month and 12-month periods include the 60-day preparation period described in Sections C.3.3 and C.3.4, and any and all activities for or during the ~~60 day preparation period and the~~ 6-month and/or 12-month task order performance periods.

The Contractor shall provide additional transportation services consisting of the following sub-items in accordance with the FFUP. The FFUP is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6-month or 12-month task order period.

| Additional Transportation Services   | Period 1 (10 Months)          | Period 2 (12 Months)          | Period 3 (12 Months)          | Period 4 (12 Months)          | Period 5 (12 Months)          |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <b>Additional Tractor Services and Maintenance:</b> Provide, maintain and operate <b>1 to 18</b> additional Contractor Furnished <b>tractors</b> including the required equipment per Section C.3.3 and maintenance per C.3.4. |                               |                               |                               |                               |                               |
| <b>FFUP 6-months:</b>  | \$/To be filled in by Offeror |
| <b>FFUP 12-months:</b>   | \$/To be filled in by Offeror |
| <b>Additional Trailer Maintenance Services:</b> Maintain <b>1 to 40</b> additional Government furnished <b>trailers</b> per Section C.3.4.   |                               |                               |                               |                               |                               |
| <b>FFUP 6-months:</b>  | \$/To be filled in by Offeror |
| <b>FFUP 12-months:</b>   | \$/To be filled in by Offeror |
| <b>Additional Driver Services:</b> Provide <b>1 to 18</b> additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5.  |                               |                               |                               |                               |                               |
| <b>FFUP 6-months:</b>  | \$/To be filled in by Offeror |
| <b>FFUP 12-months:</b>   | \$/To be filled in by Offeror |

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(d) **COST REIMBURSABLE (NO FEE) ITEMS:** The following Cost Reimbursable line items will be reimbursed in accordance with FAR 52.216-7 and Section B.4, Non-Labor Costs-Indirect Ceiling Rate with no fee. The below amounts are the Government's estimate of the cost reimbursable items at the time of award (Government Provided Costs). Actual costs will be reimbursed in accordance with the terms of each individual task order.

| Cost Reimbursable Items   | Transition & Period 1 (12 Months) | Period 2 (12 Months) | Period 3 (12 Months) | Period 4 (12 Months) | Period 5 (12 Months) | Total        |
|---|-----------------------------------|----------------------|----------------------|----------------------|----------------------|--------------|
| <b>Fuel</b> pursuant to Section C.5.1:                          | \$2,500,000                       | \$2,555,000          | \$2,611,210          | \$2,668,657          | \$2,727,367          | \$13,062,234 |
| <b>State Use Fees and Permits</b> pursuant to Section C.5.1:    | \$1,000,000                       | \$1,022,000          | \$1,044,484          | \$1,067,463          | \$1,090,947          | \$5,224,893  |
| <b>New Mexico Gross Receipts Tax</b> pursuant to Section C.5.2: | \$250,000                         | \$255,500            | \$261,121            | \$266,866            | \$272,737            | \$1,306,223  |

| Cost Reimbursable Items   | Transition & Period 1 (12 Months) | Period 2 (12 Months) | Period 3 (12 Months) | Period 4 (12 Months) | Period 5 (12 Months) | Total               |
|---|-----------------------------------|----------------------|----------------------|----------------------|----------------------|---------------------|
| <b>Driver Per-Diem</b><br>pursuant to Section C.5.3:  | \$100,000                         | \$102,200            | \$104,448            | \$106,746            | \$109,095            | \$522,489           |
| <b>Safe Driving Bonus</b><br>pursuant to Section H.5:   | \$700,000                         | \$715,400            | \$731,139            | \$747,224            | \$763,663            | \$3,657,425         |
| <b>Maintenance of Additional, Unassigned Trailers<sup>1</sup></b><br>pursuant to Section C.5.4: | \$100,000                         | \$102,200            | \$104,448            | \$106,746            | \$109,095            | \$522,489           |
| <b>Total All Cost Reimbursable Items</b>  |                                   |                      |                      |                      |                      | <b>\$24,295,755</b> |

<sup>1</sup>The Maintenance of Additional, Unassigned Trailers does not include coverage for the required “Trailer Maintenance Services” and the “Additional Trailer Maintenance Services” identified above in paragraphs (b) and (c).

**B.4 NON-LABOR COST – INDIRECT CEILING RATE**

The Contractor is entitled to apply an indirect rate to all non-labor costs in Section B.3(d), with the exception of the Safe Driving Bonus, of *[To be filled in by Offeror]*%. The percentage specified is considered a ceiling rate. Contractor’s actual rates, up to the ceiling rate, will be applied for each fiscal year. The Contractor’s reimbursed indirect rate shall be supported by the Contractor’s accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

**B.5 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)**

Pursuant to the clause of this contract at FAR 52.232-22, Limitation of Funds, total funds in the amount(s) specified within each task order are obligated for the payment of allowable costs for cost reimbursable items, as specified in Section B.3(d). The following shall be inserted by the Government in each applicable task order that includes cost reimbursable items:

*“Pursuant to the FAR clause 52.232-22, entitled “Limitation of Funds,” the total amount of incremental funding obligated to this task order for cost reimbursable items is \$TBD. It is estimated that this amount is sufficient to cover performance through TBD.”*

**B.6 LIMITATION OF GOVERNMENT’S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS/CLINS)**

(a) This contract’s fixed-price task orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or task order is incrementally funded, in the event of termination before it is fully funded the Government’s maximum liability for the CLIN or task order will be the lower of the amount of funds allotted to the CLIN or task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or task order there is:

- 1) a fixed price for the action;

- 2) a fixed amount of work that corresponds to the fixed price;
  - 3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
  - 4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
  - 5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
  - 6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each CLIN or task order:
- 1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or task order;
  - 2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or task orders included in this contract:
    - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
    - ii. the specific risk that in the event of termination of an incrementally funded CLIN or task order before the CLIN or task order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price CLIN or task order is the allotted funds for the CLIN or task order, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
  - 3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
  - 4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or task order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
  - 5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of

- this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN or task order:
- 1) The fixed price (of both the entire CLIN or task order and of the current cumulative amount of funds allotted to the CLIN or task order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
  - 2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
  - 3) If the Government meets the entire Planned Funding Schedule,
    - i. the cumulative amount of funds allotted will equal the CLIN's or task order's fixed price and
    - ii. the Contractor must provide the work the contract requires for the CLIN or task order.
- (d) The fixed price for each CLIN or task order is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN or task order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or task order equals the fixed price of the CLIN or task order.
- (f) The Actual Funding Schedule for each CLIN or task order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for task orders issued under CLIN 00001, and the work to be performed for the funds allotted.
- 1) The Contractor may bill against a CLIN or task order only after the Government has allotted funds to the CLIN or task order and the Contractor has delivered the services and earned amounts payable for the CLIN or task order.
    - i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
    - ii. If the Contractor does not perform the contract's requirements for the CLIN or task order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN or task order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN or task order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
- 1) The Government's and the Contractor's obligations under the contract for the CLIN or task order—with the exception that the Government's obligation for the CLIN or task order is limited to the total amount of funds allotted by the Government to the CLIN or task order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or task order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN or task order; and neither the fixed-price for the CLIN or task order nor any other term or condition of the contract will be affected due to the CLIN's or task order's being incrementally funded.
    - i. The Contractor agrees, for example, if the Government allots funds to a CLIN or task order per or earlier than all of the funding dates in the

Planned Funding Schedule for the CLIN or task order, the Government has met all of its obligations just as if the CLIN or task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or task order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or task order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or task order

- A. it (not the Government) will be liable for those excess amounts payable
  - B. it will remain liable for its obligations under every term or condition of the contract and
  - C. if it fulfills all of its obligations for that CLIN or task order and the Government allots funds to the CLIN or task order equal to the CLIN's or task order's fixed price, the Government will pay it the fixed price for the CLIN or task order and no more.
- ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN or task order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or task order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or task order were fully funded; consequently, if the Government subsequently terminates the CLIN or task order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or task order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or task order by the Government.
- 1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
  - 2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or task order.
  - 3) The Government may require the Contractor to continue performance of that CLIN or task order for as long as the Government allots funds for that CLIN or task order sufficient to cover the amount payable for that CLIN or task order.
- (i) If the Government does not allot funds to a CLIN or task order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:

- 1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or task order;
  - 2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
  - 3) if the Government subsequently terminates the CLIN or task order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or task order:
- 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or task order; and
  - 2) The Contractor is not obligated to continue performance under this contract related to the CLIN or task order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or task order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or task order, which will remain at all times the Government's maximum liability for a CLIN or task order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or task order in excess of the total amount allotted by the Government to this contract for a CLIN or task order, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or task order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.
- (n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for ~~incremental~~incrementally funded FFP CLINs:

**CLIN [TBD in each Task Order]:**

| Date | Funds To Be Allotted | Work To Be Accomplished | Cumulative Funds To Be Allotted | Cumulative Work To Be Accomplished |
|------|----------------------|-------------------------|---------------------------------|------------------------------------|
|      |                      |                         |                                 |                                    |

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for ~~incremental~~incrementally funded FFP CLINs:

**CLIN [TBD in each Task Order]:**

| Date | Funds To Be Allotted | Work To Be Accomplished | Cumulative Funds To Be Allotted | Cumulative Work To Be Accomplished |
|------|----------------------|-------------------------|---------------------------------|------------------------------------|
|      |                      |                         |                                 |                                    |

**PART I – THE SCHEDULE  
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PERFORMANCE WORK STATEMENT**

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| APPENDIX 3 - Sample Transportation Schedule .....  | 25          | Field Code Changed |
| APPENDIX 4 - Government Furnished Trailers .....   | 27          | Field Code Changed |
| APPENDIX 5 - Sample Tractor Inspection Checklist .....                                   | 29          | Field Code Changed |
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**LIST OF ACRONYMS**

| <b>Acronym</b> | <b>Description</b>                          |
|----------------|---|
| ANL-E          | Argonne National Laboratory-East            |
| BAPL           | Bettis Atomic Power Laboratory              |
| CAR            | Corrective Action Report                    |
| CAP            | Corrective Action Plan                      |
| CBFO           | Carlsbad Field Office                       |
| CFR            | Code of Federal Regulations                 |
| CH-            | Contact-handled                             |
| CMR            | Central Monitoring Room                     |
| CO             | Contracting Officer                         |
| COR            | Contracting Officer's Representative        |
| CVSA           | Commercial Vehicle Safety Alliance          |
| DEF            | Diesel exhaust fluid                        |
| DHS            | Department of Homeland Security             |
| DOE            | Department of Energy                        |
| DOT            | Department of Transportation                |
| DUI            | Driving Under the Influence                 |
| DVIR           | Driver Vehicle Inspection Record            |
| DWI            | Driving While Intoxicated                   |
| EM             | Environmental Management                    |
| FMCSA          | Federal Motor Carrier Safety Administration |
| FTR            | Federal Travel Regulations                  |
| GFP            | Government Furnished Property               |
| GPS            | Global Positioning System                   |
| HAZMAT         | Hazardous Materials                         |
| HP             | HALFPACT                                    |
| HRCQ           | Highway Route-Controlled Quantity           |
| INL            | Idaho National Laboratory                   |
| ISMS           | Integrated Safety Management System         |
| JHA            | Job Hazards Analysis                        |
| KAPL           | Knolls Atomic Power Laboratory              |
| LANL           | Los Alamos National Laboratory              |
| LIC            | License                                     |
| LLNL           | Lawrence Livermore National Laboratory      |
| MREM           | Milli-roentgen equivalent man               |
| NNSS           | Nevada Nuclear Security Site                |
| NRC            | Nuclear Regulatory Commission               |
| O&M            | Operations and Maintenance                  |
| ORNL           | Oak Ridge National Laboratory               |
| ORP            | Office of River Protection                  |

|         |   |
|---------|---|
| OSHA    | Occupational Safety and Health Administration |
| PCB     | Polychlorinated biphenyl                      |
| PGDP    | Paducah Gaseous Diffusion Plant               |
| PWS     | Performance Work Statement                    |
| QA      | Quality Assurance                             |
| QAPD    | QA Program Document                           |
| RCRA    | Resource Conservation and Recovery Act        |
| RH-     | Remote-handled                                |
| SNL     | Sandia National Laboratories                  |
| SPRU    | Separations Process Research Unit             |
| SRS     | Savannah River Site                           |
| TLD     | Thermoluminescent Dosimeter                   |
| TP      | TRUPACT                                       |
| TRL     | Trailer                                       |
| TRU     | Transuranic waste                             |
| TRUPACT | Transuranic Package Transporter               |
| WAC     | Waste Acceptance Criteria                     |
| WIPP    | Waste Isolation Pilot Plant                   |
| WVDP    | West Valley Demonstration Project             |

## C.1 SCOPE

**C.1.1** This effort is for the transport of contact-handled (CH) and remote-handled (RH) transuranic (TRU) wastes. The contract effort requires providing facilities, personnel, and equipment to operate a local terminal and transportation and maintenance services. Contractor-provided equipment shall include tractors and necessary support equipment listed in C.3.3. Prior to shipping operations, the Government will assign the number of trailers specified in Section B in each individual task order as Government Furnished Property (GFP).

**C.1.2** The Contractor shall provide transportation services necessary to support the Waste Isolation Pilot Plant (WIPP), including:

- a. transportation of mixed and non-mixed CH- and RH-TRU waste, asbestos, and polychlorinated biphenyl (PCB) contaminated TRU waste from generator sites to WIPP;
- b. transportation of CH- and RH-TRU waste between generator sites as listed in Appendix 1 (TRU Waste Storage Sites, Locations and Mileage); and
- c. transportation of training units or empty shipping packaging to training/exercises and/or public awareness events; transportation of other equipment as designated by Carlsbad Field Office (CBFO); and maintenance of GFP.

The Contractor shall use the CBFO designated highway routes unless otherwise directed by the On-Call CBFO Transportation Manager, the WIPP Shipping Coordination Office, the WIPP Central Monitoring Room (CMR), or authorized law enforcement official. The Contractor shall notify the CMR of any deviation from the designated highway routes. The Contractor will be provided detailed designated routes after award.

**C.1.3** Under no circumstances shall the Contractor enter into a motor carrier brokerage or intermodal arrangement to perform any contract/task order work.

## C.2 BACKGROUND

**C.2.1** Established in 1989, the Department of Energy's (DOE) Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. Approximately 169,000 cubic meters of mixed and non-mixed CH-TRU waste and approximately 7,000 cubic meters of mixed and non-mixed RH-TRU waste may be shipped to the WIPP site from numerous DOE facilities and programs. Since WIPP began disposal operations in March 1999, DOE has made over 11,175 CH-TRU, over 719 RH-TRU (both shipments to WIPP) and over 172 inter-site TRU waste shipments.

**C.2.2** The CBFO and WIPP site work to ensure goals described in the DOE- EM, "Office of Environmental Management FY15/FY16 Performance Agreement," (provided as Section J, Attachment E), are supported. The goals that are pertinent to this Performance Work Statement (PWS) are:

Goal 1: Improve Organizational Culture.

Goal 2: Increase Efficiency/Improve Performance.

Goal 3: Achieve Program/Project Results.

Goal 4: Organizational Excellence.

The Contractor shall support and implement actions in furtherance of the FY15/FY16 performance agreement and achievement of the above goals as they relate to the WIPP Transportation activities.

**C.2.3** CH-TRU waste, which meets the WIPP Waste Acceptance Criteria (WAC), will be transported in the Transuranic Package Transporter (TRUPACT) Model's II and III or HalfPACT. The TRUPACT-II, TRUPACT-III and HalfPACT are Nuclear Regulatory Commission (NRC) certified Type B shipping packaging. Up to three TRUPACT-IIs or HalfPACTs or a single TRUPACT-III can be transported on DOE designed and furnished trailers. Currently, DOE has 84 certified TRUPACT-IIs and 15 HalfPACTs and a fleet of 69 TRUPACT-II/HalfPACT trailers for transportation of TRU waste. DOE maintains the TRUPACT-IIs in accordance with the Certification of Compliance issued by the NRC. Each TRUPACT-II has the capacity to transport up to fourteen 55-gallon drums; eight 85-gallon drums; six 100-gallon drums; two standard waste boxes; or one 10-drum overpack. However, due to size, weight, and contents of the waste to be transported, not all shipments planned can accommodate three fully loaded TRUPACT-IIs. For this reason, CBFO developed a shorter, lighter version of the TRUPACT-II called the HalfPACT. The HalfPACT provides for more efficient shipment of heavy waste packages. The HalfPACT holds up to seven 55-gallon drums; three 100-gallon drums; one standard waste box; one 3-pack assembly of shielded containers or four 85-gallon drums. TRUPACT-III was developed to transport large boxes, which may result in overweight shipments (any shipment in excess of 80,000 pounds). The Contractor shall be required to obtain all state permits required (including overweight shipments), prior to dispatch. Currently DOE has 6 TRUPACT-IIIs and trailers.

**C.2.4** Since 2007, RH-TRU waste, which meets the WIPP WAC, has been transported in the RH-72B cask. DOE has 12 RH-72B NRC certified casks and trailers. One cask at a time will be transported on a Government furnished trailer. The RH-72B is designed to hold one RH canister. The canister can be directly loaded with waste, three 55-gallon drums of waste, or three 30-gallon cans of waste. DOE also has an approved shielded container for transporting RH waste, within each HalfPACT shipping cask. The approval of the shielded container enables DOE to transport, store and dispose of RH TRU waste using the same methods as those for CH TRU waste. So for transportation purposes it is regarded as a CH shipment due to the shielding of the payload containers.

**C.2.5** Waste destined for WIPP will originate from the sites around the United States as listed in Appendix 1, of this PWS. The waste at some sites may be shipped to another site designated by DOE (intersite shipments) or shipped directly to WIPP. Although the majority of the shipments to WIPP will not fall within the definition of a Highway Route-Controlled Quantity (HRCQ) [49 CFR Part 173.403], DOE, in conjunction with the states, has determined that all TRU waste shipments will use the "preferred highway" system and will undergo Commercial

Vehicle Safety Alliance (CVSA) Level VI inspection required for shipments meeting the definition of HRCQ.

### C.3 TRANSPORTATION SERVICES

#### C.3.1 GENERAL SERVICES

##### C.3.1.1 Quality Work Practices/Records

The Contractor shall perform work in a quality manner to ensure compliance with all requirements of the contract and all applicable regulations. The contractor shall comply with all documents and regulations listed in section C.6. Applicable regulations include those issued by the Department of Transportation (DOT) at title 49 of the Code of Federal Regulations (CFR), those issued by the Occupational Safety and Health Administration (OSHA) at title 29 of the CFR, those applicable to hazardous waste transportation at 40 CFR part 263 and any applicable regulations promulgated by the Department of Homeland Security (DHS) as well as applicable state, tribal and local regulations. Work not covered by contract terms and conditions, and DOT, or other applicable regulations, shall be performed using methods and techniques that are recognized by the trucking industry as good commercial practices. The Contractor shall maintain all compliance records at a terminal office located within 70 miles of the WIPP site, the Greater Carlsbad, New Mexico (NM) area (10 mile perimeter of Carlsbad).

##### C.3.1.2 WIPP Site Operations

CBFO will identify a pre-determined staging area for delivery of shipments to WIPP. The Contractor shall ensure there are an adequate number of inspected/maintained GFP trailers to support the Transportation Schedule. CBFO is responsible for moving the trailers from the WIPP site designated staging area once they are delivered.

##### C.3.1.3 Generator Site Operations

At the generator site, the Contractor shall perform one of several possible actions with regards to equipment movements. Those actions include (1) drop off a trailer with empty packaging at a designated area and pick up a trailer with loaded packages for shipment, (2) drop off a trailer with empty packaging at a designated area and wait for packaging to be loaded prior to making a shipment, (3) drop off a trailer with empty packaging at a designated area and leave the generator site with no trailer, or (4) make other equipment movements. The Contractor shall allow for:

- Site security check-in and badging
- Security inspections
- Site radiation surveys
- Trailer movements on site as required
- Shipping papers review and acceptance
- CVSA North American Standard Level VI inspections and Out-of-Service Criteria

- Maintenance or repairs to the tractor or trailer
- Shipment preparation activities
- Tractor unhooking and hooking to trailers
- Acceptance of shipment in accordance with DOT requirements

#### **C.3.1.4 Training Exercises and Public Awareness Events**

**C.3.1.4.1** The Contractor shall transport the trailer and shipping packaging to the designated site and provide support to training exercises. First Responder and CVSA level VI Training exercises are conducted multiple times per year and are up to two days in duration, excluding transit time. The drivers shall interact, as required, in training exercises consistent with their roles and responsibilities for TRU waste shipments.

**C.3.1.4.2** The purpose of the training exercises is to promote public awareness and demonstrate that participating federal, state, local, tribal, Contractor, and DOE emergency preparedness systems are capable of responding cooperatively and effectively to a transportation emergency involving a DOE shipping packaging/package.

**C.3.1.4.3** The Contractor shall provide support for public awareness events such as public meetings, conferences, and training programs (also called “road shows”). The drivers shall interact, as required, with the public to explain their roles and responsibilities for TRU waste shipments while displaying the tractor/trailer. CBFO will schedule multiple events per year.

#### **C.3.1.5 Dual Driver Service**

**C.3.1.5.1** The Contractor shall provide one driver team, qualified under DOT Hazardous Materials (HAZMAT) and driver requirements specified in C.3.5 for each mixed or non-mixed TRU waste shipment. If a driver becomes incapacitated enroute with a loaded shipment, the Contractor shall make every effort to replace the driver, via the most expedient means available, with a fully qualified driver. At a minimum, the replacement driver shall be fully qualified under the DOT HAZMAT standards with prior DOE approval.

**C.3.1.5.2** When the Contractor is making non-radioactive/hazardous shipments (e.g., road shows, mobile loading units, or delivery of empty Type B packaging to the maintenance facility, terminal or site) one single driver who meets the DOT commercial driver licensing, training, and physical qualification requirements may be used with prior DOE approval.

#### **C.3.1.6 Driver Inspections**

For all shipments, drivers shall stop to make routine safety inspections of the tractor, trailer, and packaging/packages in compliance with DOT and CBFO requirements (covered in the driver training modules provided by CBFO). Inspections shall occur prior to departing the site of origin; within the first 50 miles; and every 150 miles or every three hours while enroute, whichever is first. Drivers shall make appropriate notification and entries in their logbooks reflecting the purpose of the stop and document any findings and corrective actions.

### C.3.1.7 State/Tribal Agency Inspections

State agencies, along with some tribes, may perform pre- and post-trip inspections in accordance with the CVSA guidelines. Additionally, state agencies may perform inspections at the point of entry into the state and have the option to perform additional inspections along the transportation route. For any violation received the Contractor shall prepare a written report that describes at a minimum; 1) shipment number, 2) the date and time of the violation, 3) type of violation, 34) resolution of the violation, 4and 5) total downtime. This report shall be submitted to the CO and COR electronically within two business days of the violation. The Contractor shall further coordinate and report findings resulting from these inspections to the CBFO in a detailed monthly report and summarized in an annual report. The initial violation report, monthly report and annual summary report shall be submitted in accordance with Section J, Attachment B, "Reporting Requirements Checklist."

### C.3.1.8 Transit Time and Direct Routes

Safety shall not be compromised in order to meet a given schedule. The Contractor shall provide on time delivery along designated transportation routes and maintain a monthly tractor-trailer set downtime rate of one-percent (1%) or less. The Contractor shall not make extended stops (greater than 30 minutes) enroute and shall deliver the shipment as expediently as possible. On-time delivery will be based on estimated transit times provided in the 8-week rolling schedule, which shall include time for driver and state inspections. On-time delivery of any movement of TRU waste is essential to the compliant and efficient operation of the TRU waste transportation and disposal system. The states have established transportation routes with CBFO concurrence. Any stoppage or deviation from the specified highway transportation routes or schedule shall be coordinated with WIPP CMR before it occurs (unless directions from law enforcement do not allow for prior notification).

### C.3.1.9 Continuous Surveillance Service/Security

**C.3.1.9.1** The Contractor shall provide Continuous Surveillance Service on all loaded TRU waste shipments. Continuous Surveillance Service is defined as:

A driver shall attend the tractor and trailer at all times unless the shipment is in safe parking as approved by DOE. A tractor and trailer is "attended" when at least one driver is with the tractor and trailer, awake, and not in a sleeper berth or at least one driver is within 100 feet of the tractor and trailer and has the tractor and trailer within his/her constant unobstructed view.

49 CFR 395.3(a)(3)(ii)-Rest Breaks. This Federal Motor Carrier Safety Administration (FMCSA) rule requires that driving is not permitted if more than 8 hours have passed since the end of the driver's last off-duty or sleeper berth period of at least 30 minutes. DOE petitioned for and received an exemption to this rule due to the constant surveillance requirements for TRU waste shipments. This exemption allows TRU waste drivers to follow the guidance of 49 CFR 395.1(q) which states that drivers may use 30 minutes or more of attendance

time to meet the requirement for a rest break, providing that they perform no other work during the break. A copy of this granted exemption will be provided by CBFO and must be in all transport trucks.

**C.3.1.9.2** When circumstances require extended stops enroute, the Contractor shall ensure that the tractor and trailer is parked only at safe parking locations, in accordance with the TRU Waste Transportation Plan. Safe parking shall be coordinated through the WIPP CMR.

**C.3.1.9.3** A trailer with loaded shipping packages should remain connected to its designated tractor during the entire shipment. However, it may be disconnected if the Contractor is directed by authorized law enforcement, in which case the WIPP CMR must be notified immediately. Otherwise, it shall be disconnected only upon authorization from the WIPP CMR or when required for enroute maintenance. If a tractor is disconnected, the state in which the shipment is located must be offered an opportunity to perform a CVSA inspection before the shipment can resume.

#### **C.3.1.10 Vehicle Communications and Tracking System**

**C.3.1.10.1** The CBFO's satellite Transportation Tracking and Communication System (TRANSCOM) provides the driving team with a digital message capability to communicate with the WIPP CMR. The TRANSCOM system is operated 24 hours a day, seven days a week while shipments are enroute.

**C.3.1.10.2** TRANSCOM will track all movement of tractors performing work under this contract with the exception of movements for maintenance purposes. CBFO will furnish the TRANSCOM signal and software. The Contractor shall furnish and install the TRANSCOM hardware and all the supporting equipment inclusive of Panic Button capability. The hardware must be fully compatible with TRANSCOM. The unit that CBFO is aware of that is currently fully compatible with TRANSCOM is the Qualcomm MCP-200 unit or a unit with equivalent or better technical specifications as approved by the Contracting Officer.

**C.3.1.10.3** Contractor drivers shall ignore any unauthorized messages. Unauthorized radio or telephone contact shall be terminated immediately. The WIPP CMR shall be notified immediately of such communications.

**C.3.1.10.4** In the case of a TRANSCOM system failure, the driver hauling the loaded shipment shall call the WIPP CMR describing his or her approximate location every two hours and at state border crossings while enroute.

#### **C.3.1.11 Hazardous Materials Communication**

The Contractor shall verify at the site of origin that proper marking, labeling and placards are displayed on the vehicle by generator site personnel. The Contractor shall also inspect and maintain the proper labels, markings, and placards enroute between site of origin and destination in accordance with DOT regulations.

#### **C.3.1.12 DOE Issued Security Clearances**

Contractor personnel will not be required to have L or Q Security clearances during the performance of services for this contract. In the event L or Q clearances are required for any specific shipments, DOE will provide appropriately cleared escorts.

### **C.3.1.13 Safety**

#### **C.3.1.13.1 Incident Response Capability**

In case of an incident during contract performance, drivers shall follow emergency procedures contained in the TRU Waste Transportation Plan. Drivers shall be capable of operating emergency response radiological equipment in the event of an accident. The Contractor shall be responsible for restoration of the incident or accident site in the event of radiological or hazardous waste incidents/accidents that occur during the Contractor's performance of transportation services under this contract. The Contractor is responsible for having appropriate personnel or subcontractors respond to and remediate or restore the incident site and/or accident site in the appropriate or required timeframe. However, in no event shall such response time be more than 24 hours after the occurrence of the incident or accident, including timeframes required by law enforcement officials. The Contractor shall describe its approach to meeting the above requirements in the Contractor's Transportation Management Plan. This approach shall include plans and/or methods and personnel and subcontracts, if any, that demonstrate the Contractor's capability and willingness to respond with the appropriate personnel or subcontractors within the 24 hour response time. The Contractor shall submit the Transportation Management Plan in accordance with Section C.4.1, "Transportation Management Plan" of this PWS and Section J, Attachment B, "Reporting Requirements Checklist."

#### **C.3.1.13.2 Incident Documentation**

**C.3.1.13.2.1** For off-normal events, such as accidents or stops caused by protesters, the Contractor shall provide the Contracting Officer the information required per DOE Form 5484.3, Individual Accident/ Incident Report, so that CBFO can formally enter it into the DOE tracking system. In addition, the Contractor shall provide the original video digital media (from the video system required in Section C.3.3.1.7) to the Contracting Officer. The Contractor shall have spare video digital recording media in the tractor so drivers can change out digital media. The Contractor shall change out video digital media after an off-normal event occurs to record the event and at least 60 minutes prior to the event. CBFO requires this information as soon as it is available (no more than 24 hours following any incident unless otherwise approved by CBFO).

**C.3.1.13.2.2** This information (video digital media for off-normal events) is required only if the incident occurred at a DOE location or during performance of contract activities. The Contractor may be required to participate and support any DOE accident/incident investigation at the direction of the CBFO.

**C.3.1.13.2.3** The Contractor is responsible for incident reporting to DOT and OSHA in

accordance with 49 CFR 171.15 and 49 CFR 171.16.

#### **C.3.1.14 Transition of Government Furnished Trailers**

The CBFO will deliver GFP to the Contractor at the WIPP site. On request, the Contractor shall return to CBFO the Government furnished trailers that will pass the CVSA Level VI and CBFO inspection. Prior to returning the Government furnished trailers, the Contractor shall make any necessary repairs to the trailers to ensure compliance with CVSA Level VI.

#### **C.3.1.15 TRANSPORTATION SCHEDULE**

**C.3.1.15.1** CBFO will provide the Contractor a Transportation Schedule which will be continuously updated by CBFO and the WIPP Shipping Coordination Office. The Contractor shall support the WIPP Shipping Coordination Office in development of the schedule (see Appendix 3 for a sample Transportation Schedule). The Transportation Schedule is the mechanism by which the Contractor is notified of its shipment assignments. The Transportation Schedule includes but is not limited to the number of shipments, the point of origin and destination for each shipment, and other relevant information. Estimated departure times and arrival times for each shipment (including training exercises and public awareness events) will be specified in the Transportation Schedule. The schedule may change for the shipments any time prior to the departure time specified in the Transportation Schedule. The Contractor will be notified by CBFO of the schedule changes prior to the departure time.

**C.3.1.15.2** CBFO and/or the WIPP CMR may require the Contractor to delay a shipment at any time to preserve the safety of the shipment. The Contractor may also use their discretion to delay a shipment or per direction by state, regional, or local authorities. In either of these cases, the Contractor shall provide prompt notification to WIPP CMR. Delays due to Contractor's action/inaction are the sole responsibility of the Contractor.

**C.3.1.15.3** The Contractor shall notify the Contracting Officer within one business day after receipt of the schedule and any updates if the number of tractors and/or drivers ordered under this contract is not sufficient to enable the Contractor to comply with the Transportation Schedule. CBFO will evaluate the Contractor's notification and take appropriate action within one business day, following notification.

**C.3.1.15.4** CBFO and/or the WIPP CMR may redirect shipments and/or tractor driver teams prior to departure or while enroute.

#### **C.3.1.16 CONTRACT TRANSITION**

**C.3.1.16.1** Within 60 days from the Task Order effective date for Contract Transition, the Contractor shall complete all activities necessary for an orderly assumption of contract responsibilities. These activities include the start of performance of ~~the task orders~~ for Period 1 and Additional Transportation Services, ~~(if ordered)~~, as specified in Section B and in accordance with Section C.4.3.

### C.3.2 TERMINAL SERVICES

**C.3.2.1** The Contractor shall operate and maintain a terminal and maintenance facility within ~~seventy (70) miles of the Waste Isolation Pilot Plant, near Greater~~ Carlsbad, ~~New Mexico~~NM ~~area (10 mile perimeter of Carlsbad)~~ and provide and maintain a minimum of 6 tractors with one qualified driver team per tractor and maintenance on 30 GFP trailers to support CH- and RH-TRU waste shipments over the designated routes. The Contractor shall retain capabilities to ship utilizing the specified number of tractor driving teams at all times. The Contractor shall retain sufficient tractor driving teams to account for equipment failure, sickness, vacations and other leaves of absence. CBFO expects drivers to perform up to the DOT maximum driver hour availability specified in 49 CFR 395. ~~The~~ Contractor shall provide a monthly summary report of driver hours of service including driving hours, duty hours and total hours by driver to the Government, as specified in ~~the monthly summary report listed in~~ Section J, Attachment B, "Reporting Requirements Checklist."

**C.3.2.2** The Contractor shall provide, as part of operating and maintaining the terminal, a support staff for logistical and scheduling support of the WIPP site to accommodate delivery of one or more tractor(s) and driving team(s) within a 4-hour notice as scheduled by the Department. The 4-hour notice requirement is for the requested number of tractor driver teams to be capable of arriving at the terminal and the driver team(s) and tractor(s) being prepared to depart within 4 hours of being notified.

**C.3.2.3** The Contractor shall provide logistical and scheduling support 24-hours, seven days per week. The support staff shall interact on a daily basis with the On-Call CBFO Transportation Manager and the WIPP Shipping Coordination Office to coordinate and schedule shipments and other transportation activities. The Contractor shall inspect trailers stored at the WIPP site and/or the Contractor's terminal prior to departure, in accordance with CVSA Level VI criteria.

**C.3.2.4** The Contractor shall provide the capability to add up to 18 tractors with 18 qualified tractor driver teams and associated maintenance for additional tractors and up to 40 additional trailers at the request of CBFO as specified in Section B.

**C.3.2.5** The Contractor's terminal facility must have access control. The Contractor shall incorporate elements of facility security into the security plan required in ~~section~~Section C.4.4. The Contractor shall comply with the PWS and all required security measures contained in the solicitation, including those contained in statutes, regulations, directives, manuals, and orders.

### C.3.3 TRACTOR SERVICES

**C.3.3.1** The Contractor shall furnish the tractors necessary to transport CH- and RH-TRU waste shipments according to the following specifications for basic and additional Transportation Services. For Tractor Services ordered under the Additional Transportation Services, there shall be a 60 day preparation period included for each task order issued for the purposes of acquisition of, and outfitting the tractors to Contract requirements.

**C.3.3.1.1** The length and weight of the tractor provided by the Contractor shall be such that the overall length and weight of tractor, trailer, and payload shall meet all applicable DOT requirements for normal single-trailer shipments. The Contractor shall use tractors meeting the minimum specifications delineated below.

**C.3.3.1.2** The Contractor shall not exceed the DOT weight limitation of 80,000 pounds except as described in Section C.2.3. This weight limit applies to the loaded tractor, trailer, shipping packages and payload. The Contractor shall be responsible for limiting the gross tractor weight to 19,700 pounds to ensure compliance with DOT weight limitations.

**C.3.3.1.3** The Contractor shall use a tractor that has sufficient horsepower to maintain speed limit on a 3% upgrade with a maximum load and governed to a maximum speed limit of 65-MPH.

**C.3.3.1.4** The Contractor shall furnish and equip all tractors with safety equipment (including, but not limited to, fire extinguishers, first aid kit, triangles), tire chains (cables), spare tire(s), and any other equipment deemed necessary by Federal or State laws. Safety equipment on all power units shall be in accordance with 49 CFR 393.95 “Emergency Equipment on All Power Units”.

**C.3.3.1.5** The Contractor shall furnish and equip all tractors with a satellite telephone; cellular telephone; TRANSCOM system inclusive of Panic Button capability; and a 40-channel two-way citizens band radio.

**C.3.3.1.6** The Contractor shall furnish and equip all tractors with five-range, digital or analog survey meter equipped with two detectors [a Geiger-Mueller open and closed window detector for beta-gamma radiation from 0.001 milli-seiverts per hour (0.1 mrem/hr) to 2 milli-seiverts per hour (200 mrem/hr) and an open window, pancake detector to detect alpha-beta-gamma radiation at a level of 0-5,000 counts per minute.] Performance shall meet or exceed that of a Ludlum Model 3 or Model 14-C survey meter (i.e. Ludlum 2241-2 digital detector) equipped with N44-38 - energy compensated Geiger-Mueller and N44-9 pancake Geiger-Mueller detectors. The Contractor is responsible for calibration of the survey meter and detectors.

**C.3.3.1.7** The Contractor shall equip each tractor with a mounted, continuous loop, digital, on-board, tamper-proof, closed-circuit video system to monitor events taking place immediately in front of the tractor. The video system must record a minimum of five-hour segments.

**C.3.3.1.8** Tractors shall be equipped with anti-lock brakes, power steering, a sleeper, air-ride suspension, parking brakes on both rear axles, mud-flaps on both front and rear wheels, auxiliary braking system (“Jake brake”), and a low profile heavy duty sliding fifth wheel.

**C.3.3.1.9** Tractors shall be equipped with electronic data logging that complies with DOT regulations for tracking driver hours of service.

**C.3.3.1.10** Tractors shall be equipped with one Recovery Strap per Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007.

### **C.3.4 MAINTENANCE SERVICES**

**C.3.4.1** The Contractor shall provide all required tractor and trailer maintenance in accordance with the manufacturer's recommended maintenance or Contractor approved written procedures (CBFO approves trailer maintenance procedures) and CVSA for basic and additional Maintenance Services. For Trailer Maintenance Services ordered under the Additional Transportation Services, there shall be a 60 day preparation period included for each task order issued for the purposes of a joint initial inspection and acceptance period, and performance of any necessary repairs. For Tractor Maintenance Services ordered under the Additional Transportation Services (part of C.3.3, Tractor Services), the Contractor shall ensure all tractor maintenance is up to date, prior to the CBFO tractor inspection (during the 60 day preparation period). The Contractor shall provide routine or major maintenance in a timely manner so as to avoid any delay in the Transportation Schedule. The Contractor shall ensure there are an adequate number of inspected/maintained GFP trailers to support the Transportation Schedule. In addition, the Contractor shall prepare a section within the Transportation Management Plan entitled Maintenance Program as referenced in C.4.1 below to address each of the following areas of maintenance.

**C.3.4.1.1** Pre- and post-trip inspections shall be performed to ensure compliance with CVSA Level VI inspection standards.

**C.3.4.1.2** The Contractor shall develop a specific maintenance procedure for each trailer type and tractor model, and a specific maintenance schedule for each tractor and each trailer. The trailer maintenance shall, as a minimum, meet the requirements of the trailer Operations and Maintenance (O&M) Manual. Per DOT, the Contractor shall complete a Driver Vehicle Inspection Record (DVIR) for each trip (pre and post) throughout performance of this contract. If there are findings of required maintenance, the Contractor shall provide an electronic version of the DVIR to the CBFO in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist."

**C.3.4.1.3** The Contractor shall maintain verifiable maintenance records and verifiable inspection records on each tractor and trailer. Maintenance records shall detail all maintenance actions taken on each unit. Inspection records shall include Contractor and state inspection results before, after, and, if applicable, during each shipment.

**C.3.4.1.4** The Contractor shall be capable of replacing tractors within eight hours while enroute with a loaded shipment. In the event of an emergency requiring a replacement tractor, the replacement tractor shall meet all DOT requirements and pass a CVSA Level VI inspection prior to placing it in service. The Contractor does not have to install TRANSCOM on replacement tractors. However, the Contractor shall maintain communications every two hours and when crossing state lines via cell phone and/or satellite telephone. The state in which the Contractor replaces a tractor shall be provided an opportunity to perform a CVSA inspection.

**C.3.4.1.5** The Contractor shall document equipment breakdowns, replacements, or operating difficulty enroute between the site of origin and destination via a monthly summary report to

CBFO, in accordance with Section J, Attachment B, “Reporting Requirements Checklist.”

**C.3.4.1.6** The Contractor shall develop procedures for preventing enroute maintenance breakdowns so as to maintain a one percent (1%) or less monthly tractor-trailer set downtime rate: (within the Transportation Management Plan). Required stops for inspections, regularly scheduled stops, and regularly scheduled preventative maintenance are not considered in the downtime calculations specified by Section C.3.4.1.8. The Contractor shall record the actual down time rate in the monthly summary report as previously referenced.

**C.3.4.1.7** The Contractor shall receive approval from CBFO for color scheme and markings of tractors. Tractor color scheme shall be compatible with the Government furnished trailers.

**C.3.4.1.8** The Contractor shall use the following formula to calculate downtime rates:

$$\text{Downtime Rate} = \frac{\text{Hours of Downtime}}{\text{Hours of Usage}} \times 100$$

“Hours of Downtime”: total number of hours a tractor and/or trailer (equipment) is not available to make and/or complete a shipment in a contract month. INCLUDES mechanical breakdowns until the equipment is operational or replaced by an operational piece of equipment. DOES NOT INCLUDE delays due to inclement weather; generator site delays or WIPP site delays not caused by the carrier contractor; required stops for inspections; and regularly scheduled stops.

“Hours of Usage”: total number of hours the tractors and trailers (equipment) were used to make and/or complete shipments in a contract month. INCLUDES the amount of time the equipment (i.e., tractors and trailers) is utilized as scheduled on the day of departure. DOES NOT INCLUDE delays due to inclement weather; generator site delays or WIPP site delays not caused by the carrier contractor.

The Contractor shall provide this calculation to the Government in the monthly summary report listed in Section J, Attachment B, “Reporting Requirements Checklist.”

**C.3.4.1.9** If the Contractor exceeds 1 percent (1%) downtime rate as calculated above, this may constitute a basis for the issuance of a cure notice and/or termination for default and/or any other action the Department determines to be necessary.

**C.3.4.1.10** The Contractor shall be responsible for operational maintenance of packaging tie-downs. Additional detail is provided in WP 08-PT.04, WP 08-PT.18, and WP 08-PT.13 of the Packaging Trailer O&M Manuals. The Government will provide replacement packaging tie-downs and new packaging tie-down parts as GFP.

### C.3.5 DRIVER SERVICES

#### C.3.5.1 Driver Qualifications

**C.3.5.1.1** The Contractor shall provide drivers that are U.S. citizens. Drivers shall meet all

DOT driver licensing, security, training and physical qualification requirements to haul radioactive/hazardous shipments. Drivers shall also meet additional CBFO driver requirements as specified below.

**C.3.5.1.2** At least 10 business days prior to initiating the CBFO training program in Section C.3.5.2, the Contractor shall demonstrate to the Contracting Officer, in writing, how each driver meets DOT requirements and the following additional general qualifications set forth below. The Contractor shall use the qualification checklist in Appendix 2 (Driver Qualification Checklist) and submit it to the Contracting Officer prior to any driver transporting TRU waste shipments. CBFO reserves the right to reject any driver.

**C.3.5.1.3** Drivers shall have logged a minimum of 100,000 miles per year in two of the last five years in a commercial semi-tractor trailer combination over-the-road operation or a minimum of 325,000 miles in five years. The Contractor may request a review of driving hours of service when mileage records are not available. The DOE Contracting Officer may, at the request of the contractor, waive the mileage requirements for any driver who has previously driven under the WIPP qualified driver program.

**C.3.5.1.4** Drivers shall not have any chargeable incidents or convictions of a moving violation in a commercial motor vehicle within the last five years. The Contractor shall consider the driving history of potential drivers for the past five years in their private vehicles and document the review. Drivers shall not have repeat chargeable incidents, repeat convictions for moving violations, or a single Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) conviction in their private vehicles in the last 10 years. Drivers shall not have any felony convictions.

**C.3.5.1.5** Drivers shall be fingerprinted in accordance with DOT regulations and DOE Security. Drivers shall undergo Drug/Alcohol screening in accordance with DOT regulation (pre-employment/random sampling) and immediately following any accident.

**C.3.5.1.6** For the duration of this contract, the Contractor shall maintain a strict driver penalty system for moving violations and deviations from routes. The Contractor shall not allow a driver to continue to transport waste under this contract under any of the following conditions:

- Conviction of a moving violation in a commercial motor vehicle
- Unauthorized second deviation from route
- Third failure to make mandatory WIPP CMR/TRANSCOM shipment notifications
- Chargeable accident in a commercial vehicle
- Second constant surveillance violation
- Maintaining inadequate or deliberately fraudulent driver logs or other records
- Conviction of a felony
- Drug/Alcohol screening violation
- Conviction of a DWI or DUI in a commercial or private motor vehicle
- Repetitive or serious moving violations in a personal vehicle

**C.3.5.1.7** The Contractor shall establish written policies to ensure that drivers maintain a

professional appearance at all times. The Contractor shall provide the drivers a standard uniform which shall be worn at all times while performing work under this contract.

**C.3.5.2 Driver Training Program**

**C.3.5.2.1** The Contractor shall maintain a driver training program. Prior to performing transportation services under this contract, each driver shall successfully complete all DOT required training and the training described below.

**C.3.5.2.2** CBFO will provide the following training to the drivers in Carlsbad or at the WIPP site upon award of the contract, if required, and as necessary thereafter for the qualification of new drivers:

| <b>Type of Training</b>                          | <b>Estimated Duration</b> | <b>Refresher</b> |
|--|---------------------------|------------------|
| Operation of Packaging Tie Downs                 | 2 hours                   | N/A              |
| Use of Radiation Detection Instruments           | 1 hour                    | Annually         |
| WIPP General Employee Training                   | 2 days                    | Annually         |
| Adverse Weather & Safe Parking Protocols         | 2 hours                   | N/A              |
| Public Affairs Training                          | 2 hours                   | N/A              |
| WIPP First Responder & Incident Command Training | 2 days                    | N/A              |
| Radiation Worker Training                        | 2 days                    | Annually         |
| Use of TRANSCOM Tracking Systems                 | 1 hour                    | N/A              |
| Security   | 1 hour                    | Annually         |

**C.3.5.2.3** The Contractor shall obtain Contracting Officer approval of its proposed training program within the Transportation Management Plan. The Transportation Management Plan shall include the training topics as listed in the table below. The Contractor shall provide training for these topics annually and as required for the qualification of new drivers.

| <b>Type of Training</b>                                | <b>Estimated Duration</b> | <b>Refresher</b> |
|--|---------------------------|------------------|
| Shipping Packaging/Package Recovery Procedures         | 4 hours                   | N/A              |
| CVSA Level VI Training                                 | 3 weeks                   | N/A              |
| Decision Driving Training                              | 1 day                     | Annually         |
| Use of Satellite Telephone and Hand Held Radio         | 1 hour                    | N/A              |
| Quality Assurance                                      | 1 hour                    | Annually         |
| Integrated Safety Management                           | 1 hour                    | Annually         |
| Electronic Log Book                                    | 2 hours                   | N/A              |
| GPS Route Designation Equipment                        | 1 hour                    | N/A              |
| HRCQ per <del>49CFR 397.49</del> <u>CFR 397.101(e)</u> | 2 hours                   | Annually         |
| Hazardous Materials                                    | 3 hours                   | Annually         |

**C.3.5.2.4** The WIPP Operations may undergo an annual maintenance outage during which time the Contractor may be able to complete refresher training, however, the Contractor is still responsible for providing the required Transportation Services during such an outage, ~~+(e.g., inter-site shipments-).~~

**C.3.5.2.5** The Contractor is responsible for ensuring that drivers who performed driver services under a previous WIPP Transportation Services contract meet the training requirements specified in the PWS, in addition to the training required by the Contractor's own internal

procedures.

## C.4 DATA/REPORT REQUIREMENTS

### C.4.1 TRANSPORTATION MANAGEMENT PLAN

The Contractor shall prepare a Transportation Management Plan detailing the operational processes to fulfill requirements of this PWS. The Contractor shall submit the Transportation Management Plan in accordance with this PWS and Section J, Attachment B, “Reporting Requirements Checklist” and shall update the plan annually, or more frequently as changes necessitate. The Transportation Management Plan shall contain (at a minimum) the following topics:

- Management Organization
- Administration
- Permitting Program
- Driver Screening and Hiring
- Pre-trip and Post-trip CVSA Inspection requirements
- Emergency Response
- Emergency Procedures (Implementing DOE/CBFO-98-3103)
- Maintenance Program
  - Maintenance and Inspection Procedures
  - Proposed Maintenance Schedule
  - Nationwide Maintenance Network
  - Maintenance Personnel Qualifications
  - Adequacy of Proposed Maintenance Support
  - Enroute Replacement of Tractors
  - Enroute Replacement of Trailers
- Security
- Driver Training
- Quality Assurance Records Management
- Plan for < 1% Vehicle Down Time Rate
- Safety Program/Integrated Safety Management
- List of insured equipment and proof of insurance in accordance with the ~~section~~Section H clause,  
“Lawful Performance, Operating Authority, and Insurance:???”
- Package Recovery
- Communications
- Quality Assurance
- Fitness for Duty with drug/alcohol screening for all incidents

### C.4.2 SUB-TIER DOCUMENTS

The Contractor may develop and incorporate by reference sub-tier documents into the Transportation Management Plan.

### C.4.3 TRANSITION PLAN

**C.4.3.1** The Contractor shall prepare a Transition Plan to cover the transition period from ~~Task Order Notice to Proceed date to Task Order Effective date, the date of the Notice to Proceed for the task order that is issued for the transition period until the date that the Contractor assumes full responsibility for all contract activities as specified under this task order.~~ The Transition Plan shall provide sufficient detail for all transition activities, including but not limited to: a schedule for orderly assumption of contract responsibilities, coverage of key functional areas during the transition period, and other transition activities such as acquisition of ~~or modification to a~~ terminal and tractors, hiring and training of drivers, and development of required plans and procedures. The Contractor shall submit the Transition Plan in accordance with this PWS and Section J, Attachment B, “Reporting Requirements Checklist”.

**C.4.3.2** Within 60 calendar days from the end date of the current contract ordering period specified in Section B, or current task order(s) performance period, whichever comes later, the Contractor shall submit an Exit Transition Plan. The Exit Transition Plan shall include the Contractor’s approach to adequately phase-out all contract and task order activities. Upon CO approval of the Exit Transition Plan, the Contractor shall successfully complete the activities described in the plan by the end date of the contract ordering period specified in Section B, or task order(s) performance period, whichever comes later. The Exit Transition Plan shall be submitted in accordance with this PWS and Section J, Attachment B, “Reporting Requirements Checklist”.

### C.4.4 SECURITY PLAN

The Contractor shall provide a security plan that meets CBFO and the DOT requirements covering resources such as personnel, cargo and transport equipment while performing transportation services and support facilities ~~(i.e. such as the terminal);~~ building(s), terminal yard, office areas, and all equipment located at the terminal. The security plan shall provide details to ensure support facilities have access control and a means of safeguarding both hard copy documents and electronic information. The Contractor shall submit this security plan in accordance with this PWS and Section J, Attachment B, “Reporting Requirements Checklist.” The security plan is subject to approval by CBFO.

### C.4.5 QUALITY ASSURANCE PLAN

The Contractor shall submit a Quality Assurance (QA) plan in accordance with this PWS and Section J, Attachment B, “Reporting Requirements Checklist” that complies with the CBFO QA Program Document (QAPD DOE/CBFO-94-1012) and DOT requirements. The QA Plan shall consist of the following elements at a minimum:

#### C.4.5.1 Organization

Effective implementation of a QA program is dependent on management functional

responsibilities, levels of authority and lines of communication for activities affecting quality. Management is responsible for establishing and implementing policies, plans, and procedures that control the quality of work, consistent with the provisions of the CBFO QAPD.

#### **C.4.5.2 Design Control**

Design Control as pertinent to maintenance and repair of GFP (fleet trailers and tiedowns) shall comply with the manufacturers' recommendations. CBFO must approve substitution of non-identical replacement parts or modification of parts on GFP prior to use.

#### **C.4.5.3 Inspections, Procedures, and Drawings**

The Contractor shall perform activities affecting work quality in accordance with guidance in the Transportation Management Plan (Section C.4.1) and the tractor and trailer O&M Manuals.

#### **C.4.5.4 Document Control**

The Contractor shall control the preparation, issue, and change of documents that specify quality requirements or prescribe activities affecting quality to ensure usage of correct documents ~~(e.g., management plan, security plan or quality assurance plan).~~

#### **C.4.5.5 Identification and Control of Items**

The Contractor shall establish controls to ensure use and installation of only correct and acceptable items, including control of potential counterfeit items per DOE Order 414.1D.

#### **C.4.5.6 Control of Processes**

The Contractor shall control processes affecting quality of items or services. Only individuals qualified in accordance with the Contractor's Transportation Management Plan shall perform maintenance of tractors and trailers.

#### **C.4.5.7 Inspections**

The Contractor shall plan and execute inspections verifying conformance of an item or activity to specified requirements. The Contractor shall specify characteristics it will inspect and inspection methods it will employ.

#### **C.4.5.8 Inspection, Measuring and Test Equipment**

The Contractor shall control, calibrate, and adjust instruments and other measuring and test equipment for activities affecting quality to maintain accuracy within required limits, per the manufacturers' recalibration requirements.

#### **C.4.5.9 Control of Non-conforming Items**

The Contractor shall control items that do not conform to specified requirements to prevent inadvertent installation or use by marking, tagging, segregation or other methods.

#### C.4.5.10 Corrective Actions

Conditions adverse to quality identified through assessments, audits, or incidents shall be documented and reported to the Contracting Officer and the Contracting Officer's Representative (COR). The Contractor shall organize and implement Corrective Action Reports (CAR) and Corrective Action Plans (CAP) in the same manner as DOE/CBFO Procedure MP 3.1

#### C.4.5.11 Quality Assurance Records

The Contractor shall specify, prepare, and maintain records that furnish documentary evidence of quality. The Contractor shall protect records against damage, deterioration, or loss. The Contractor shall ensure records classified as Quality Assurance (QA) records under CBFO QA Program Document (QAPD DOE/CBFO-94-1012) are categorized appropriately and managed in accordance with Section 1.5 of the QAPD. The Contractor shall further ensure QA records are traceable to the applicable item, activity or facility.

#### C.4.5.12 Audits

Management assessments and annual audits are required to verify compliance with the quality program. The CBFO QA Manager or designee will conduct the audits in accordance with written procedures or checklists, which will be provided to the Contractor prior to the audit. Consistent with Section E of this Contract, the Government will utilize Section J, Attachment F, "Quality Assurance Surveillance Plan" as a guide in its inspection and acceptance of Contractor services under the Contract.

### C.4.6 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)

The Contractor shall prepare and implement a graded approach for an Integrated Safety Management System, customized for the work applicable to the Contract requirements. The Contractor shall submit an ISMS description in accordance with DOE P 450.4A, this PWS, Section I clause DEAR 970.5223-1 and Section J, Attachment B, "Reporting Requirements Checklist."

#### C.4.6.1 Job Hazards Analysis (JHA)

The Contractor shall prepare a general JHA for job hazards performed while in transportation. In addition, the Contractor shall prepare a JHA for work performed specific to each DOE location, to include activities such as entering and exiting large commercial vehicles numerous times daily; working around and inspecting high pressure tires and airlines; and inspecting and manipulating equipment with numerous pinch points. In addition, the Contractor shall prepare a JHA for work performed specific to each DOE location, as conditions can vary greatly between sites. The analysis should identify hazards, including but not limited to, severe cold

with icy or snowy surfaces in areas such as Idaho and Hanford, as well as severe heat with high humidity and muddy terrain in areas such as Tennessee and South Carolina. The Contractor shall evaluate all hazards associated with the various locations where work will be performed and complete JHAs to inform employees of the possible hazards. The Contractor shall submit the JHAs in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist." The Contractor shall update the JHAs ~~as appropriate and per contract requirements, and submit~~ any time conditions change or if the contractor has not performed work at the assigned location for more than one year. JHAs shall be submitted in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist." The Contractor shall require all employees performing work to review applicable JHA's prior to performing the work.

## **C.5 COST REIMBURSABLE TRU WASTE TRANSPORTATION SERVICES**

### **C.5.1 FUEL, STATE USE FEES AND PERMITS**

The Government will reimburse tractor fuel expenses (including chemicals such as diesel exhaust fluid (DEF) that are required by federal standards), state use fees and permit expenses incurred by the Contractor in performance of this contract.

### **C.5.2 NEW MEXICO GROSS RECEIPTS TAX**

The Government will reimburse the Contractor for specific allowable and allocable actual expenses it incurs and pays for the State of New Mexico Gross Receipts taxes during performance of this contract.

### **C.5.3 PER DIEM**

If a training exercise/public awareness event requires the driver to be away from the terminal longer than 12 hours, the Government may allow per-diem expenses. The Government may also allow per-diem expenses if circumstances enroute result in delays of 12 hours or longer. The Government will reimburse allowable per-diem expenses on actual costs not to exceed the Government per-diem rates within the Federal Travel Regulations (FTR). Per-diem costs shall only be reimbursable while performing services under the contract. Contracting Officer's advance approval is required if any per diem is anticipated to exceed the Government per-diem rates within the FTR.

### **C.5.4 MAINTENANCE OF ADDITIONAL, UNASSIGNED TRAILERS**

The Contractor shall provide required DOT maintenance and inspections for unassigned trailers such as mobile loading unit trailers, non-waste carrying trailers or any other trailers CBFO identifies which are not included in the non-cost reimbursable line items in Section B. Any allowable maintenance costs the Contractor incurs for unassigned trailers under this contract will be reimbursable. Prior to commencing work, the Contractor shall provide an estimate of costs for the required inspection and/or maintenance to the COR and CO for approval.

**C.6 APPLICABLE STATUTORY AND REGULATORY REQUIREMENTS AND OTHER GUIDANCE**

The Contractor shall comply with all applicable statutory and regulatory requirements (DOT, NRC, OSHA, RCRA, DHS), DOE Directives and other guidance and agreements including but not limited to the following documents:

| <b>DOE Documents (Latest Revision Applies)</b>   |
|--|
| • CH Packaging Trailer Operations and Maintenance Manual, WP 08-PT.04  |
| • RH Packaging Trailer Operations and Maintenance Manual, WP 08-PT.13  |
| • CH TRUPACT III Trailer Operations and Maintenance Manual WP 08-PT.18   |
| • Quality Assurance Program Document; DOE/CBFO-94-1012   |
| • DOE O 414.1D Admin Change, Quality Assurance   |
| • DOE/CBFO Management Procedure 3.1, Corrective Action Reports   |
| • Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007  |
| • Southern States Energy Board’s Transportation Planning Guide for the U.S. Department of Energy’s Shipments of Transuranic Waste  |
| • TRU Waste Transportation Plan, DOE/CBFO 98-3103  |
| • Western Governors’ Association Waste Isolation Pilot Plant Transportation Safety Program Implementation Guide  |
| • Waste Isolation Pilot Plant Incident/Accident Response Team Plan; WP 12-10   |
| • DOE O 231.1B Admin Chg 1, Environment, Safety and Health Reporting   |
| • DOE Form 5484.3, Individual Incident/Accident Report   |
| • Commercial Vehicle Safety Alliance North American Standard Out-of-Service Criteria, <a href="http://www.cvsa.org">http://www.cvsa.org</a> .                              |
| • DOE Integrated Safety Management Manual, DOE P 450.4A  |
| • DOE O 460.1C, Packaging and Transportation Safety  |
| • DOE O 460.2A or B Departmental Materials Transportation and Packaging Management   |
| • DOE M 460.2-1A Radioactive Material Transportation Practices Manual  |
| • DOE Motor Carrier Evaluation Program (MCEP) Plan and Procedures, Vols I & II,  |
| • DOE/WIPP 03-3223 TRU Waste Transportation Security Plan (sensitive document to be released after contract award and only as authorized by the DOE/CBFO Security Officer) |

**Applicable Statutes:**

- 10 CFR 71 Packaging and Transportation of Radioactive Material
- 10 CFR 835, Occupational Radiation Protection
- 23 CFR part 658 Truck Size and Weight, Route Designations – Length, Width and Weight Limitations
- 29 CFR parts 1910 Occupational Safety and Health Standards, 1918 Longshoring Industry, 1926 Construction Industry
- 40 CFR part 263 Standards Applicable to Transporters of Hazardous Waste
- 49 CFR part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs
- 49 CFR parts 100-185 Hazardous Materials Regulations
- 49 CFR parts 300-399 Federal Motor Carrier Safety Regulations

## **C.7 APPENDICES**

**Appendix 1 – TRU Waste Storage Sites, Locations, and Mileage**

**Appendix 2 – Driver Qualification Checklist**

**Appendix 3 – Sample Transportation Schedule**

**Appendix 4 – Government Furnished Trailers**

**Appendix 5 – Sample Tractor Inspection Checklist**

**Appendix 6 – Sample Trailer Inspection Checklist**

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**APPENDIX 1 - TRU Waste Storage Sites, Locations, and Mileage**

| Direct Shipments to WIPP Locations            | Location         | Distance to WIPP (miles)                      |
|---|------------------|---|
| Argonne National Laboratory-East (ANL-E)      | Argonne, IL      | 1729  |
| Bettis Atomic Power Laboratory (BAPL)         | West Mifflin, PA | 2191  |
| Hanford Reservation (Hanford)                 | Richland, WA     | 1866  |
| Idaho National Laboratory (INL)               | Idaho Falls, ID  | 1541  |
| Los Alamos National Laboratory (LANL)         | Los Alamos, NM   | 398   |
| Oak Ridge National Laboratory (ORNL)          | Oak Ridge, TN    | 1440  |
| Office of River Protection (ORP)              | Richland, WA     | 1866  |
| Savannah River Site (SRS)                     | Aiken, SC        | 1574  |
| Lawrence Livermore National Laboratory (LLNL) | Livermore, CA    | 1796  |
| Sandia National Laboratories (SNL)            | Albuquerque, NM  | 320   |
| Intersite Shipping Locations*                 | Location         | Distance between Sites (miles)                |
| Ames Laboratory (Ames)                        | Ames, IA         | Depends on departure and destination location |
| Argonne National Laboratory-East (ANL-E)      | Argonne, IL      |   |
| Babcock & Wilcox - NES (B&W Lynchburg)        | Lynchburg, VA    |   |
| Bettis Atomic Power Laboratory (BAPL)         | West Mifflin, PA |   |
| Knolls Atomic Power Laboratory (KAPL)         | Niskayuna, NY    |   |
| Lawrence Livermore National Laboratory (LLNL) | Livermore, CA    |   |
| Nevada Nuclear Security Site (NNSS)           | Mercury, NV      |   |
| NRD LLC                                       | Grand Island, NY |   |
| Paducah Gaseous Diffusion Plant (PGDP)        | Paducah, KY      |   |
| Sandia National Laboratories (SNL)            | Albuquerque, NM  |   |
| Separations Process Research Unit (SPRU)      | Niskayuna, NY    |   |
| West Valley Demonstration Project (WVDP)      | West Valley, NY  |   |

\*NOTE: This table is provided to give an overview of the Intersite shipping locations (small generator sites). Inter-site Shipments are defined as shipments from Inter-site Shipping Locations to locations identified within the Direct Shipments to WIPP Locations column.

**APPENDIX 2 - Driver Qualification Checklist**

**CONTRACT DRIVERS APPLICATION REVIEW CHECKLIST**

**Page 1 of 2**

Carrier Name \_\_\_\_\_ Review Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Drivers Name as it appears on DOE Badge \_\_\_\_\_

Drivers Name as it appears on Driver's License \_\_\_\_\_

This review is to establish that the applicant driver meets the minimum regulatory requirements and contract requirements. Documentation must be available to support the answers upon request. This form shall be submitted to the Contracting Officer (CO) and approved prior to the driver performing WIPP Shipments.

1. Driver verified as a U.S. citizen.  
 YES  NO
2. Application for employment is on file. (49 CFR 391.21)  
 YES  NO
3. Verify that a written record of contact with past employers exists. (49 CFR 391.21)  
 YES  NO
4. Driving record inquiry is on file. (49 CFR 391.25)  
 YES  NO
5. Previous employment inquiries are on file. (49CFR391.23)  
 YES  NO
6. Road test certification (49 CFR 391.31 or 33)  
 YES  NO
7. Medical Examination Certification (49CFR 391.41)  
 YES  NO
8. Annual certification of traffic violations (49CFR 391.27)  
 YES  NO
9. Annual review of driving records (49 CFR 391.25)  
 YES  NO
10. Drivers license (49 CFR 383.23) Class 'A' CDL with hazmat endorsement.  
STATE: \_\_\_\_\_  
 YES  NO
11. Drivers shall have logged a minimum of 100,000 miles per year in two of the last five years in a commercial semi-tractor trailer combination over-the-road operation or a minimum of 325,000 in five years. (Contract Requirement)  
 YES  NO
12. Drivers shall not have received a chargeable incident or be convicted of a moving violation in a commercial vehicle within the last five years. The driving history for the past five years in their private vehicle has been reviewed and documented. Drivers shall not have repeated chargeable incidents, repeated moving violation convictions or a single DWI or DUI in their private or commercial motor vehicle in the last 10 years. (Contract Requirement)  
 YES  NO
13. Negative pre-employment drug testing results.  
 YES  NO



**APPENDIX 3 - Sample Transportation Schedule**

**U.S. Department of Energy, Carlsbad Field Office  
 National TRU Program  
 Carlsbad, NM 88221**

**WIPP Eight Week Rolling Schedule (Sample)**

| Departure                          | Shipment#  | Trip         | Carrier | Pkgs | Comments  | Arrival        |
|------------------------------------|------------|--------------|---------|------|---|----------------|
| <b>Thursday, January 30, 2014</b>  |            |              |         |      |   |                |
| 04:00                              | MTLA140016 | WIPP to LANL | VS      | 3    | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211  | 1/30/14 @ 1300 |
| 06:00                              | MTIN140038 | WIPP to INL  | CAST    | 3    | Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.   | 1/31/14 @ 0600 |
| 06:00                              | MTIN140039 | WIPP to INL  | CAST    | 3    | Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.   | 1/31/14 @ 0600 |
| 08:00                              | MTEP140004 | WIPP to EPD  | NWP     | 1    | Empty TRUPACTs / HalfPACTs / CASKs to EPD for maintenance and or repair. Contact Leslie Lewis 575-234-8230 o Jennifer Smith 575-234-8993. | 1/30/14 @ 0900 |
| 10:30                              | SR314012   | SRS to WIPP  | CAST    | 1    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 1/31/14 @ 1830 |
| <b>Friday, January 31, 2014</b>    |            |              |         |      |   |                |
| 04:00                              | MTLA140017 | WIPP to LANL | CAST    | 3    | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211  | 1/31/14 @ 1300 |
| 06:00                              | MTIN140040 | WIPP to INL  | VS      | 3    | Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.   | 2/01/14 @ 0600 |
| 06:00                              | MTIN140041 | WIPP to INL  | VS      | 3    | Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.   | 2/01/14 @ 0600 |
| 10:30                              | SR140004   | SRS to WIPP  | CAST    | 3    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/01/14 @ 1830 |
| 10:30                              | SR314013   | SRS to WIPP  | VS      | 1    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/01/14 @ 1830 |
| 15:00                              | IN140036   | INL to WIPP  | CAST    | 2    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/02/14 @ 0100 |
| 15:00                              | IN140037   | INL to WIPP  | VS      | 3    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/02/14 @ 0100 |
| 15:00                              | IN140038   | INL to WIPP  | CAST    | 3    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/02/14 @ 0100 |
| 15:00                              | IN140039   | INL to WIPP  | CAST    | 3    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/02/14 @ 0100 |
| 19:00                              | LA140018   | LANL to WIPP | VS      | 3    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/01/14 @ 0400 |
| 19:00                              | LA140019   | LANL to WIPP | CAST    | 3    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/01/14 @ 0400 |
| <b>Saturday, February 01, 2014</b> |            |              |         |      |   |                |
| 15:00                              | IN140040   | INL to WIPP  | VS      | 3    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/03/14 @ 0100 |
| 15:00                              | IN140041   | INL to WIPP  | VS      | 3    | TRU Waste to WIPP. Contact CMRO @575-234-8457   | 2/03/14 @ 0100 |
| 18:00                              | MTSR140005 | WIPP to SRS  | VS      | 3    | Empty TRUPACT Iis to SRS. Contact number 803-725-3333.  | 2/03/14 @ 0000 |
| <b>Sunday, February 02, 2014</b>   |            |              |         |      |   |                |
| 06:00                              | MTIN140042 | WIPP to INL  | VS      | 3    | Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.   | 2/03/14 @ 0600 |

|                                   |            |              |      |   |   |                |
|-----------------------------------|------------|--------------|------|---|---|----------------|
| 06:00                             | MTIN140043 | WIPP to INL  | CAST | 3 | Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message. | 2/03/14 @ 0600 |
| 18:00                             | MTSR140006 | WIPP to SRS  | CAST | 3 | Empty TRUPACT II s to SRS. Contact number 803-725-3333.                           | 2/04/14 @ 0000 |
| <b>Monday, February 03, 2014</b>  |            |              |      |   |   |                |
| 04:00                             | MTLA140018 | WIPP to LANL | CAST | 3 | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211                              | 2/03/14 @ 1300 |
| 06:00                             | MTIN140044 | WIPP to INL  | VS   | 3 | Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message. | 2/04/14 @ 0600 |
| 06:00                             | MTIN140045 | WIPP to INL  | CAST | 3 | Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message. | 2/04/14 @ 0600 |
| 08:00                             | SR314014   | SRS to WIPP  | VS   | 1 | TRU Waste to WIPP. Contact CMRO @575-234-8457                                     | 2/04/14 @ 1600 |
| 15:00                             | IN140042   | INL to WIPP  | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457                                     | 2/05/14 @ 0100 |
| 15:00                             | IN140043   | INL to WIPP  | VS   | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457                                     | 2/05/14 @ 0100 |
| 18:00                             | LA140020   | LANL to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457                                     | 2/04/14 @ 0300 |
| <b>Tuesday, February 04, 2014</b> |            |              |      |   |   |                |
| 04:00                             | MTLA140019 | WIPP to LANL | VS   | 3 | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211                              | 2/04/14 @ 1300 |
| 08:30                             | SR140005   | SRS to WIPP  | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457                                     | 2/05/14 @ 1630 |
| 15:00                             | IN140044   | INL to WIPP  | VS   | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457                                     | 2/06/14 @ 0100 |
| 15:00                             | IN140045   | INL to WIPP  | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457                                     | 2/06/14 @ 0100 |

**APPENDIX 4 - Government Furnished Trailers**

All DOE TRUPACT trailers meet CVSA level VI inspection criteria. A joint inspection will be conducted by the DOE, the new carrier and old carrier contractors prior to turnover of the trailers.

| Property Tag Number | Manufacturer | Model     | Serial Number     | TRL Number | LIC Number | Trailer Type | CH/RH TYPE |
|---------------------|--------------|-----------|-------------------|------------|------------|--------------|------------|
| S020764             | REINKE       | ATCT-42   | 4C6CC442821080075 | 301        | E-28098    |              | CH TRUPACT |
| S020765             | REINKE       | NONE      | 4C6CC382321090078 | 302        | E-28099    | 2 PLACE      | CH TRUPACT |
| S020891             | REINKE       | 3810218CC | 4C6CC382821010189 | 303        | E-28257    | 2 PLACE      | CH TRUPACT |
| S020894             | REINKE       | 3810218CC | 4C6CC382421010190 | 304        | E-28094    | 2 PLACE      | CH TRUPACT |
| S020893             | REINKE       | 3810218CC | 4C6CC382621010191 | 305        | E-28259    | 2 PLACE      | CH TRUPACT |
| S020889             | REINKE       | 3810218CC | 4C6CC382821010192 | 306        | E-28273    | 2 PLACE      | CH TRUPACT |
| S020890             | REINKE       | 3810218CC | 4C6CC382X21010193 | 307        | E-28272    | 2 PLACE      | CH TRUPACT |
| S020888             | REINKE       | 3810218CC | 4C6CC382121010194 | 308        | E-28287    | 2 PLACE      | CH TRUPACT |
| S020892             | REINKE       | 3810218CC | 4C6CC382X21010212 | 309        | E-28258    | 2 PLACE      | CH TRUPACT |
| S020255             | REINKE       | 4410218CC | 4C6CC442331090112 | 320        | E-28275    | 3 PLACE      | CH TRUPACT |
| S020253             | REINKE       | 4410218CC | 4C6CC442531090113 | 321        | E-28276    | 3 PLACE      | CH TRUPACT |
| S020249             | REINKE       | 4410218CC | 4C6CC442731090114 | 322        | E-28277    | 3 PLACE      | CH TRUPACT |
| S020250             | REINKE       | 4410218CC | 4C6CC442931090115 | 323        | E-28271    | 3 PLACE      | CH TRUPACT |
| S020252             | REINKE       | 4410218CC | 4C6CC442031090116 | 324        | E-28281    | 3 PLACE      | CH TRUPACT |
| S020251             | REINKE       | 4410218CC | 4C6CC442231090117 | 325        | E-28282    | 3 PLACE      | CH TRUPACT |
| S020248             | REINKE       | 4410218CC | 4C6CC442431090118 | 326        | E-28278    | 3 PLACE      | CH TRUPACT |
| S023272             | REINKE       | 4410218CC | 4C6CC4421A1070017 | 327        | E-28186    | 3 PLACE      | CH TRUPACT |
| S020256             | REINKE       | 4410218CC | 4C6CC442231090120 | 328        | E-28280    | 3 PLACE      | CH TRUPACT |
| S020852             | REINKE       | 4410218CC | 4C6CC442431090121 | 329        | E-28283    | 3 PLACE      | CH TRUPACT |
| S020847             | REINKE       | 4410218CC | 4C6CC442631090122 | 330        | E-28284    | 3 PLACE      | CH TRUPACT |
| S020850             | REINKE       | 4410218CC | 4C6CC442831090123 | 331        | E-28286    | 3 PLACE      | CH TRUPACT |
| S020028             | REINKE       | 4410218CC | 4C6CC442X31090124 | 332        | E-28285    | 3 PLACE      | CH TRUPACT |
| S020030             | REINKE       | 4410218CC | 4C6CC442131090125 | 333        | E-201205   | 3 PLACE      | CH TRUPACT |
| S020024             | REINKE       | 4410218CC | 4C6CC442331090126 | 334        | E-201206   | 3 PLACE      | CH TRUPACT |
| S020029             | REINKE       | 4410218CC | 4C6CC442531090127 | 335        | E-201207   | 3 PLACE      | CH TRUPACT |
| S020023             | REINKE       | 4410218CC | 4C6CC442731090128 | 336        | E-201208   | 3 PLACE      | CH TRUPACT |
| S020022             | REINKE       | 4410218CC | 4C6CC442931090129 | 337        | E-201209   | 3 PLACE      | CH TRUPACT |
| S020849             | REINKE       | 4410218CC | 4C6CC442531090130 | 338        | E-201244   | 3 PLACE      | CH TRUPACT |
| S020848             | REINKE       | 4410218CC | 4C6CC442731090131 | 339        | E-201245   | 3 PLACE      | CH TRUPACT |
| S020851             | REINKE       | 4410218CC | 4C6CC442931090132 | 340        | E-201246   | 3 PLACE      | CH TRUPACT |
| S020025             | REINKE       | 4410218CC | 4C6CC442031090133 | 341        | E-201247   | 3 PLACE      | CH TRUPACT |
| S020026             | REINKE       | 4410218CC | 4C6CC442231090134 | 342        | E-201248   | 3 PLACE      | CH TRUPACT |
| S020027             | REINKE       | 4410218CC | 4C6CC442431090135 | 343        | E-201249   | 3 PLACE      | CH TRUPACT |
| S020245             | REINKE       | 4410218CC | 4C6CC442331100136 | 344        | E-201241   | 3 PLACE      | CH TRUPACT |
| S020246             | REINKE       | 4410218CC | 4C6CC442531100137 | 345        | E-201250   | 3 PLACE      | CH TRUPACT |
| S020243             | REINKE       | 4410218CC | 4C6CC442731100138 | 346        | E-201212   | 3 PLACE      | CH TRUPACT |
| S020244             | REINKE       | 4410218CC | 4C6CC442931100139 | 347        | E-201213   | 3 PLACE      | CH TRUPACT |
| S020242             | REINKE       | 4410218CC | 4C6CC442531100140 | 348        | E-201211   | 3 PLACE      | CH TRUPACT |
| S020241             | REINKE       | 4410218CC | 4C6CC442731100141 | 349        | E-201210   | 3 PLACE      | CH TRUPACT |
| S021018             | REINKE       | NONE      | 4C6CC442131120384 | 350        | E-201227   | 3 PLACE      | CH TRUPACT |
| S021019             | REINKE       | NONE      | 4C6CC442331120385 | 351        | E-201228   | 3 PLACE      | CH TRUPACT |
| S020980             | REINKE       | NONE      | 4C6CC442531120386 | 352        | E-201229   | 3 PLACE      | CH TRUPACT |
| S021024             | REINKE       | 3810218CC | 4C6CC442731120387 | 353        | E-201233   | 3 PLACE      | CH TRUPACT |
| S021025             | REINKE       | 3810218CC | 4C6CC442931120388 | 354        | E-201234   | 3 PLACE      | CH TRUPACT |
| S020986             | REINKE       | 3810218CC | 4C6CC442031120389 | 355        | E-201235   | 3 PLACE      | CH TRUPACT |

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|         |               |               |                      |            |           |         |               |
|---------|---------------|---------------|----------------------|------------|-----------|---------|---------------|
| S020985 | REINKE        | 3810218CC     | 4C6CC442731120390    | 356        | E-201236  | 3 PLACE | CH TRUPACT    |
| S021020 | REINKE        | 3810218CC     | 4C6CC442931120391    | 357        | E-201237  | 3 PLACE | CH TRUPACT    |
| S020984 | REINKE        | 3810218CC     | 4C6CC442031120392    | 358        | E-201238  | 3 PLACE | CH TRUPACT    |
| S020982 | REINKE        | 3810218CC     | 4C6CC442231120393    | 359        | E-201230  | 3 PLACE | CH TRUPACT    |
| S020983 | REINKE        | 3810218CC     | 4C6CC442431120394    | 360        | E-201231  | 3 PLACE | CH TRUPACT    |
| S020981 | REINKE        | 3810218CC     | 4C6CC442631120395    | 361        | E-201232  | 3 PLACE | CH TRUPACT    |
| S021022 | REINKE        | 3810218CC     | 4C6CC442831120396    | 362        | E-201239  | 3 PLACE | CH TRUPACT    |
| S021021 | REINKE        | 3810218CC     | 4C6CC442X31120397    | 363        | E-201240  | 3 PLACE | CH TRUPACT    |
| S021023 | REINKE        | 3810218CC     | 4C6CC442131120398    | 364        | E-201241  | 3 PLACE | CH TRUPACT    |
| S020962 | REINKE        | 3810218CC     | 4C6CC442131010399    | 365        | E-201217  | 3 PLACE | CH TRUPACT    |
| S020965 | REINKE        | 3810218CC     | 4C6CC442431010400    | 366        | E-201220  | 3 PLACE | CH TRUPACT    |
| S020961 | REINKE        | 3810218CC     | 4C6CC442631010401    | 367        | E-201216  | 3 PLACE | CH TRUPACT    |
| S020968 | REINKE        | 3810218CC     | 4C6CC442831010402    | 368        | E-201223  | 3 PLACE | CH TRUPACT    |
| S020963 | REINKE        | 3810218CC     | 4C6CC442X31010403    | 369        | E-201218  | 3 PLACE | CH TRUPACT    |
| S020969 | REINKE        | 3810218CC     | 4C6CC442131010404    | 370        | E--201224 | 3 PLACE | CH TRUPACT    |
| S020967 | REINKE        | 3810218CC     | 4C6CC442331010405    | 371        | E-201222  | 3 PLACE | CH TRUPACT    |
| S020970 | REINKE        | 3810218CC     | 4C6CC442531010406    | 372        | E-201225  | 3 PLACE | CH TRUPACT    |
| S020966 | REINKE        | 3810218CC     | 4C6CC442731010407    | 373        | E-201221  | 3 PLACE | CH TRUPACT    |
| S020964 | REINKE        | 3810218CC     | 4C6CC442931010408    | 374        | E-201219  | 3 PLACE | CH TRUPACT    |
| S020974 | REINKE        | 4410218CC     | 4C6CC442031010409    | 375        | E-201243  | 3 PLACE | CH TRUPACT    |
| S020973 | REINKE        | 4410218CC     | 4C6CC442731010410    | 376        | E-28266   | 3 PLACE | CH TRUPACT    |
| S020972 | REINKE        | 3810218CC     | 4C6CC442931010411    | 377        | E-201242  | 3 PLACE | CH TRUPACT    |
| S020960 | REINKE        | 3810218CC     | 4C6CC442031010412    | 378        | E-201215  | 3 PLACE | CH TRUPACT    |
| S020971 | REINKE        | 3810218CC     | 4C6CC442231010413    | 379        | E-201226  | 3 PLACE | CH TRUPACT    |
| S023558 | REINKE        | 4410218CC     | 4C6CC442091100149    | 701        | E-28188   | SINGLE  | TRUPACT-III   |
| S024405 | REINKE        | 4410218CC     | 4C6CC4424C1030081    | 702        | E-00040T  | SINGLE  | TRUPACT-III   |
| S024406 | REINKE        | 4410218CC     | 4C6CC4426C1030082    | 703        | E-00041T  | SINGLE  | TRUPACT-III   |
| S024407 | REINKE        | 4410218CC     | 4C6CC4428C1030083    | 704        | E-00042T  | SINGLE  | TRUPACT-III   |
| S024408 | REINKE        | 4410218CC     | 4C6CC442XC1030084    | 705        | E-00043T  | SINGLE  | TRUPACT-III   |
| S024409 | REINKE        | 4410218CC     | 4C6CC4421C1030085    | 706        | ESS148    | SINGLE  | TRUPACT-III   |
| S024410 | REINKE        | 4410218CC     | 4C6CC4423C1030086    | 707        | ESS149    | SINGLE  | TRUPACT-III   |
| C019811 | Mobilized Sys |               | 1M9FS452XX1298001    | RH01       | E-22818   | SINGLE  | RH            |
| S021437 | Talbert       | TDW-45K-FG-T1 | 40FG0442961025092    | RH02       | E-28124   | SINGLE  | RH-Uprighting |
| S022601 | Talbert       | TDW-45K-FG-T1 | 40FG0442071026147    | RH03       | E-28134   | SINGLE  | RH-Uprighting |
| S022628 | Talbert       | TDW-45K-FG-T1 | 40FG0442X71027726    | RH04       | E-22826   | SINGLE  | RH-Uprighting |
| S022665 | Talbert       | TDW-45K-FG-T1 | 40FG0442171027727    | RH05       | E-22827   | SINGLE  | RH-Uprighting |
| S022681 | Talbert       | TDW-45K-FG-T1 | 40FG0442371028538    | RH06       | E-22806   | SINGLE  | RH-Uprighting |
| S022708 | Talbert       | TDW-45K-FG-T1 | 40FG0442381028539    | RH07       | E-22844   | SINGLE  | RH-Uprighting |
| S022720 | Talbert       | TDW-45K-FG-T1 | 40FG0442X81028540    | RH08       | E-28274   | SINGLE  | RH-Uprighting |
| S022730 | Talbert       | TDW-45K-FG-T1 | 40FG0442181028541    | RH09       | E-22817   | SINGLE  | RH-Uprighting |
| S022747 | Talbert       | TDW-45K-FG-T1 | 40FG0442381028542    | RH10       | E-28749   | SINGLE  | RH-Uprighting |
| S022767 | Talbert       | TDW-45K-FG-T1 | 40FG0442581028543    | RH11       | E-28197   | SINGLE  | RH-Uprighting |
| C013858 | Loadcraft     |               | 1LDK45206HB874201    | CHMLU-01   | E-22747   |         | CH-MLU        |
| C013857 | Loadcraft     |               | 1LDK45208HB874202    | CHMLU-02   | E-22748   |         | CH-MLU        |
| C015351 | Alloy         |               | 1ALST9284JS880910    | CHMLU-03   | E-22801   |         | CH-MLU        |
| S022620 | TRANSCRAFT    |               | 1TT E5320 5 71082211 | RHMLU-01   | E-22802   |         | RH-MLU        |
| S022621 | TRANSCRAFT    |               | 1TT E5320 5 71082212 | RHMLU-02   | E-22825   |         | RH-MLU        |
| S023765 | TRANSCRAFT    |               | 1TT E532S 0 B1088296 | RHMLU-03   | E-28185   |         | RH-MLU        |
| S023934 | TRANSCRAFT    |               | 1TTE532S3B3532923    | TP-III MLU | E-22828   |         | TP III-MLU    |

**APPENDIX 5 - Sample Tractor Inspection Checklist**

**Tractor Specifications and Equipment Checklist**

Carrier \_\_\_\_\_ Tractor Number \_\_\_\_\_ Date \_\_\_\_\_

| PWS Section  | Description   | Yes | No | Partial | Comments  |
|--------------|---|-----|----|---------|---|
| C.3.3.1.1    | Length meets DOT requirements for single-trailer  |     |    | N/A     |   |
| C.3.3.1.2    | Maximum gross weight of 19,700 lbs. Including tractor, fuel, drivers, and all necessary equipment.  |     |    |         | Copy of weight from a certified scale to be presented.  |
| C.3.3.1.3    | Tractors have sufficient horsepower to maintain speed limit on a 3% with a maximum load and governed to a maximum speed limit of 65-MPH.  |     |    |         | Tractor Horsepower _____<br>Model number _____<br><br>Inspect printout or certification that governor is set at 65mph |
| C.3.3.1.4    | Tractors are equipped with safety equipment as required per 49CFR393.95 (fire extinguisher, first aid kit, Reflective triangles)  |     |    |         | Triangles   |
| C.3.3.1.4    | Tractors are equipped with chains (cable), spare tire(s) and any other equipment deemed necessary by Federal or state laws/regulations.   |     |    |         | CABLES or CHAINS in Oregon specific numbers required  |
| C.3.3.1.5    | Tractors are equipped with satellite & cellular phones, TRANSCOM with panic button, and a 40 channel citizens band radio.   |     |    |         |   |
| C.3.3.1.5    | Verify TRANSCOM Operational   |     |    |         |   |
| C.3.3.1.6    | The tractors are equipped with a current technology, 5-range, digital or analog survey meter equipped with two detectors (a geiger-mueller open and closed window detector for beta-gamma radiation from 0.001 milli-Severts per hour [0.1 mrem/hr] to 2 milli-Severts per hour [200 mrem/hr]).         |     |    |         | Calibration stickers<br>Due re-calibration _____<br><br>Meter Serial # _____<br><br>Detector Serial # _____           |
| C.3.3.1.6    | Also an open window, pancake detector to detect alpha-beta-gamma radiation at a level of 0-5000 counts/minute. Performance shall meet or exceed that of a Ludlum model 3 or model 14-C survey meter equipped with N44-38- energy compensated Geiger-Mueller and N44-9 pancake Geiger-Mueller detectors. |     |    |         | Calibration Stickers<br>Due re-calibration _____<br><br>Detector Serial # _____                                       |
| C.3.3.1.7    | The tractors are equipped with a mounted, continuous loop, on board video system to monitor events taking place immediately in front of the tractor. (Min of 5-hour segments)   |     |    |         | Sited camera<br>Recording Media and duration  |
| C.3.1.13.2.1 | The tractors are equipped with a spare video media.   |     |    |         |   |
| C.3.3.1.8    | The tractor is equipped with the following:   |     |    |         |   |
|              | Anti-lock brakes  |     |    |         |   |
|              | Power steering  |     |    |         |   |
|              | Sleeper   |     |    |         | Bunk style  |
|              | Air-ride suspension   |     |    |         |   |
|              | Parking brakes on both rear axles   |     |    |         |   |
|              | Low profile heavy duty sliding fifth wheel  |     |    |         |   |
|              | Front & rear wheel mud flaps  |     |    |         | FULL FRONT & REAR FENDER WITH MUD FLAPS.  |
|              | Auxiliary braking system (Jake Brake)   |     |    |         |   |
| C.3.3.1.9    | Electronic Data Logger that complies with DOT   |     |    |         | Type and Access   |

| PWS Section   | Description              | Yes | No | Partial | Comments   |
|---|--------------------------|-----|----|---------|--|
| C.6 (Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007) | 1-Recovery Strap         |     |    |         |  |
|   | Recovery Lugs (Optional) |     |    |         |  |
| General   | CBFO Documentation       |     |    |         | Recovery Guide ____<br>Security Plan ____                                    |
|   | Company Documentation    |     |    |         | Permit Book ____<br>Company protocols ____<br>Emergency Contact Numbers ____ |

Checked by \_\_\_\_\_ Date \_\_\_\_\_

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**APPENDIX 6 - Sample Trailer Inspection Checklist**

| Trailer Inventory Contract Change Over Inspection Form                                |                          |                        |
|---|--------------------------|------------------------|
| <b>Carrier:</b>   |                          |                        |
| _____   | Trailer<br>Number: _____ | _____                  |
| <b>License Plate Number:</b>  |                          |                        |
| _____   | _____                    | _____                  |
| Inspection Item   | O.K                      | Comments               |
| Lights  |                          |                        |
| Glad Hands & Covers   |                          |                        |
| Tires   |                          |                        |
| Tool Boxes  |                          |                        |
| Placards  |                          |                        |
| Tie-Downs   |                          |                        |
| Fenders/Brackets  |                          |                        |
| Mud Flaps   |                          |                        |
| Wheel Seals   |                          |                        |
| Hub Odometers   |                          | Current reading: _____ |
| General Condition   |                          |                        |
| Welds   |                          |                        |
| Caulking  |                          |                        |
| Spot Painting   |                          |                        |
| Name Plates   |                          |                        |
| GVW   |                          |                        |
| Document Holder Tubes   |                          |                        |
| Certificate of Origin   |                          |                        |
| Inspection Certificate  |                          |                        |
| Date _____  |                          |                        |
| Carrier Certification that Trailer is exiting current contract as CVSA Level VI ready |                          |                        |
| Print Name _____  | Signature _____          | _____                  |
| Carrier Certification that Trailer is entering new contract as CVSA Level VI ready    |                          |                        |
| Print Name _____  | Signature _____          | _____                  |
| CBFO/DOE Representative Acceptance  |                          |                        |
| Print Name _____  | Signature _____          | _____                  |

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**F.1 CLAUSES INCORPORATED BY REFERENCE - SECTION F**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

| Clause No. | FAR Reference | Title   |
|------------|---------------|---|
| F.1.1      | 52.242-15     | Stop-Work Order (AUG 1989)  |
| F.1.2      | 52.242-15     | Stop-Work Order Alt I (APR 1984) <i>(For Cost Reimbursement Portion only)</i> |
| F.1.3      | 52.242-17     | Government Delay of Work (APR 1984)   |
| F.1.4      | 52.247-55     | F.O.B. Point for Delivery of Government-Furnished Property (JUN 2003)         |

**F.2 DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014) (DEVIATION)**

The Contractor shall perform at and between many DOE sites across the nation in shipping transuranic waste and performing other transportation services across the continental United States. The services specified by this contract shall be performed at the following, non-exclusive list of locations:

- (a) Waste Isolation Pilot Plant (WIPP) (Carlsbad, NM)
- (b) Contractor’s Terminal and Maintenance Facility (within ~~70 miles of WIPP~~the Greater Carlsbad, NM area (10 mile perimeter of Carlsbad))
- (c) Hanford Reservation (Hanford) (Richland, WA)
- (d) Idaho National Laboratory (INL) (Idaho Falls, ID)
- (e) Los Alamos National Laboratory (LANL) (Los Alamos, NM)
- (f) Oak Ridge National Laboratory (ORNL) (Oak Ridge, TN)
- (g) Office of River Protection (ORP) (Richland, WA)
- (h) Savannah River Site (SRS) (Aiken, SC)
- (i) Argonne National Laboratory (ANL) (Argonne, IL)
- (j) Babcock & Wilcox – NES (B&W Lynchburg) (Lynchburg, VA)
- (k) Bettis Atomic Power Laboratory (BAPL) (West Mifflin, PA)
- (l) Knolls Atomic Power Laboratory (KAPL) (Niskayuna, NY)
- (m) Lawrence Berkley National Laboratory (LBNL) (Berkley, CA)
- (n) Lawrence Livermore National Laboratory (LLNL) (Livermore, CA)
- (o) Nevada Nuclear Security Site (NNSS) (Mercury, NV)
- (p) Paducah Gaseous diffusion Plant (PGDP) (Paducah, KY)
- (q) Sandia National Laboratories (SNL) (Albuquerque, NM)
- (r) West Valley Demonstration Project (WVDP) (West Valley, NY)
- (s) Other waste sites, as directed by the Government
- (t) Other training and demonstration facilities, as directed by the Government
- (u) Government-specified road routes between performance locations

**F.3 DOE-F-2003 PERIOD OF PERFORMANCE - ALTERNATE I AND ALTERNATE II (OCT 2014)**

- (a) The Contractor shall commence performance of this contract in accordance with the contract terms and conditions on May ~~2928~~, 2017 and continue through May ~~2827~~, 2022 (This represents the ordering period for all task orders. Task order performance may extend up to 12 months past May ~~2827~~, 2022 as long as the task order is issued within the effective ordering period above~~→~~). The periods of performance for specific Task Orders will be included in each Task Order.
- (b) The period of performance of this contract may be extended pursuant to unilateral options or other clauses that provide for the extension of the contract. In the event that the Government elects to exercise its right pursuant to such options(s) or other clauses, the period of performance shall be revised to reflect such extensions.

Estimated Basic Transportation Service Periods 1-5 are provided below.

| Periods of Performance (POP)         |                             |                             |
|--------------------------------------|-----------------------------|-----------------------------|
| Basic Transportation Service Periods | Start                       | End                         |
| Transition (60 days)                 | May <del>2928</del> , 2017  | July <del>2827</del> , 2017 |
| 1 (10 months)                        | July <del>2928</del> , 2017 | May <del>2827</del> , 2018  |
| 2 (12 months)                        | May <del>2928</del> , 2018  | May <del>2827</del> , 2019  |
| 3 (12 months)                        | May <del>2928</del> , 2019  | May <del>2827</del> , 2020  |
| 4 (12 months)                        | May <del>2928</del> , 2020  | May <del>2827</del> , 2021  |
| 5 (12 months)                        | May <del>2928</del> , 2021  | May <del>2827</del> , 2022  |

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**F.4 DOE-F-2004 DELIVERY POINT (OCT 2014)**

- (a) Delivery of all items under this contract shall be made to the following address:  
[Will be specified by the Government for each shipment in individual Task Orders.]
- (b) Delivery for the purpose of inspection, acceptance and the Prompt Payment Act must be through the above shipping address unless another location has been authorized by the Contracting Officer. If delivery is made to another location without authorization from the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result.

**F.5 DELIVERABLES**

The Contractor shall provide the plans, reports, and records specified in Section C – PWS in accordance with the schedule requirements specified in Section J, Attachment B~~→~~, “Reporting Requirements Checklist” of this contract and each individual task order. Section J, Attachment B~~→~~, “Reporting Requirements Checklist” summarizes the specific products the Contractor shall submit to DOE, the approval required, and the date/timeframe within which the Contractor shall deliver the specified product. Section J,

Attachment B - “Reporting Requirements Checklist” does not include all deliverables identified in the Contract, DOE directives, federal regulations, or regulatory documents.

NOTE: Section J, Attachment B is a list of deliverables. If any deliverable required by any clause/directive of the Contract is not listed in Section J, Attachment B, this does not relieve the Contractor of the requirement to provide that deliverable. The Contractor shall be responsible for the compliance with all applicable standards, orders, and regulations under the contract.

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**PART I – THE SCHEDULE**

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

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## H.1 GOVERNMENT PROPERTY AND DATA

- (a) In accordance with the clause FAR 52.245-1, Government Property (Apr 2012) Alternate I (Apr 2012), the Government will provide the property listed in Section C, Appendix 4, as specifically identified for each Task Order issued.
- (b) Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in each individual task order is determined to be Government Furnished Property (GFP). The GFP (trailers) for hauling Contact Handled (CH) and Remote Handled (RH) Transuranic Waste will be identified in individual Task Orders, as applicable.
- (c) The cost to move the trailers to another location if required is included in the firm fixed price established in Section B.3, Price Schedule.
- (d) The Contractor is responsible for the maintenance (including spot painting) of the trailers provided as GFP.

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## H.2 LAWFUL PERFORMANCE, OPERATING AUTHORITY, AND INSURANCE

The Contractor shall comply with all applicable Federal, Tribal, State, and local laws and regulations, including obtaining, maintaining and payment of all applicable licenses, permits, fees, and standards necessary to transport CH- and RH-TRU waste shipments over the designated routes. The Contractor shall also comply with the TRU Waste Transportation Plan (DOE/CBFO 98-3103). Motor carriers, including the Carrier Contractor, shall possess the required operating authority, registered in the name of the Carrier Contractor. Additionally all tractors shall be registered to the Carrier Contractor. Each Commercial Motor Vehicle (CMV) operator shall be employed by the Carrier Contractor. Motor carriers shall possess and maintain minimum levels of financial responsibility as required by 49 CFR 387, DEAR 952.231.71, Insurance-litigation and Claims (Aug 2009), and FAR 52.228-5, Insurance – Work on a Government Installation (Jan 1997).

## H.3 U.S. DEPARTMENT OF TRANSPORTATION (DOT) MOTOR CARRIER SAFETY RATING

The Contractor shall maintain a satisfactory/fit DOT Motor Carrier Safety rating during the period of performance. An unsatisfactory/unfit or conditional rating may be cause for termination in accordance with the terms and conditions of this contract.

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## H.4 EXCLUSIVE USE OF TRACTORS AND TEAMS

All tractors and driver teams provided by the Contractor in accordance with this contract shall be reserved for the exclusive use of this contract.

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## H.5 SAFE DRIVING BONUSES AND INCENTIVE COMPENSATION PROGRAMS

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(a) Due to the importance of safe transportation of waste throughout the United States, especially waste such as that produced as a result of DOE operations, including transuranic waste as expressed by Southern States Energy Board Transportation Planning Guide for the U.S. Department of Energy's Shipments of Transuranic Waste; Memorandum of Agreement between the Western Governors and U.S. Department of Energy, Regional Protocol for the Safe and Uneventful Transportation of Transuranic Waste; TRU Waste Transportation Plan DOE/CBFO 98-3103; and Western Governors' Association WIPP Transportation Safety Program Implementing Guide, the contractor shall develop a plan or policy in accordance with FAR 31.205-6(f) to reward the safe driving of the drivers transporting the waste under this contract. At the conclusion of each year of performance, the Contractor shall assess the safety performance of its drivers. The contractor shall provide information and records to the Contracting Officer to support the assessment of the safety performance in accordance with procedures approved by the contracting officer and paragraph (g) below.

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(b) At a minimum, the contractor's bonus or incentive plan shall provide for a safety bonus to be awarded to its drivers qualified under 49 CFR 391 at the conclusion of each year of performance under this contract in accordance with the following:

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(1) The bonus shall be based upon total actual miles driven each year of performance by all drivers collectively in performing Government transportation services under this contract.

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(2) If there have been no OSHA recordable injuries and/or no "at fault" determinations which include but are not limited to equipment damage greater than \$250.00\* or unauthorized route deviations, no civil judgments, and/or no criminal convictions, traffic fines or penalties assessed by courts or administrative bodies, including federal, state, local, tribal law enforcement officials, or tribal tribunals as result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor during each year of performance, the amount of such bonus incentive shall be calculated as follows:

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$$\$0.20 \times \text{Total Miles}$$

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All of the calculated amount shall be awarded to all of the drivers employed by the Contractor, divided and disbursed in accordance with the contractor's policies and procedures.

\*Does not include a one-time occurrence of equipment damage greater than \$250.00, but not more than \$5,000.00, during the life of the contract. This one-time occurrence only applies to the calculation of the Safe Driving Bonuses and Incentive Compensation Program.

(3) If only one of the incidents listed in paragraph (b)(2) has occurred during the

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year of performance as a result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor, the amount of such bonus incentive shall be calculated for the drivers employed by the Contractor other than the driver(s) involved in the above matters as follows:

$\$0.15 \times \text{Total miles}^*$

\*Total miles exclude the miles associated with the occurrence of the activities in paragraph (b) (2) above.

All of the calculated amount shall be awarded to all drivers, other than the driver(s) involved in the incidents listed above. It shall be divided and disbursed in accordance with the contractor's procedures.

- (4) If two of the incidents stated in paragraph (b) (2) above have occurred during the year of performance as a result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor, the amount of such bonus incentive shall be calculated for the drivers employed by the Contractor other than the driver(s) involved in the activities listed in paragraph (b) (2) as follows:

$\$0.10 \times \text{Total miles}^*$

\*Total miles exclude the miles associated with the occurrence of the activities in paragraph (b) (2) above.

- (c) All of the calculated amount shall be awarded to all drivers, other than the driver(s) involved in the matters in paragraph (b) (2) above. It shall be divided and disbursed in accordance with the contractor's plan procedures.
- (d) If three or more of the incidents set forth in paragraph (b) (2) above have occurred within the year of performance, the contractor's plan shall provide that there will not be a safety bonus incentive issued.
- (e) If there has not been a final resolution or final determination of the matters identified in paragraph (b)(2) above by the end of the year of performance, the bonuses shall not be awarded to the drivers until a final resolution/determination has occurred. The contractor shall notify the contracting officer when there has not been a final determination and provide sufficient documentation to demonstrate that there has not been a final determination. Such documentation should include citation, current stage of process, any notices of violation, any appeals, and/or any other documents requested by the contracting officer. When a final resolution or determination has been made by the appropriate body or fine and penalty has been assessed, the contractor shall immediately provide the final determination or resolution, and/or fines, and/or penalties and any and all documents demonstrating the conclusion of the

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matter.

- (f) The contractor's established plan or policy shall be submitted to the contracting officer for approval within seven days of the issuance of the first task order for the 60-day transition period. Any changes to the plan or policy shall be submitted to the contracting officer for approval.
- (g) The following records shall be maintained and verified by the contractor and proof of verification shall be provided upon submission of an invoice for reimbursement of the bonus incentives paid to the drivers by the contractor. The same records shall also be provided to the contracting officer if requested. These records are in addition to any other records that the contractor is required to maintain under this contract.
- (1) Copies of all mileage logs for each driver, including those required to be maintained by DOT and any and all federal, state, local or tribal laws, regulations, or authorities;
  - (2) Appropriate records to demonstrate the driving record of each driver, including but not limited to any federal, state, local, or tribal bureau of motor vehicles or law enforcement's records for each driver;
  - (3) Copies of shipment number invoices containing mileage and delay times for each shipment;
  - (4) Copies of the DOT Annual Check which is reported to the Contractor regarding moving violations and accidents of both the company and the drivers. The contracting officer will also verify with DOT the results of the annual check;
  - (5) Copies of all accounting and cost records documenting calculations;
  - (6) Calculations of payments to be made to the individual drivers;
  - (7) Any and all other documentation received by the contractor and responses of the contractor regarding any of the incidents listed in paragraph (b) (2) above from any federal, state, local, or tribal body, including courts and law enforcement agencies; and
  - (8) Any and all information pertaining to OSHA inspections and any correspondence between OSHA and the contractor, including but not limited to violations and responses thereto.
- (h) The Government retains the right to verify any information provided by the contractor with the applicable entity and/or obtain the information independently. The contractor agrees to assist the Government in obtaining access to any state, local, federal, or tribal reports and/or records.

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There will not be any distribution of the bonus to the individual drivers by the Government. The amount contained in Section B.3, Pricing Schedule, is an estimated amount. Costs shall be reimbursed in accordance with FAR Part 31 and the terms and conditions of the contract.

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(i) Since the above incentive award is part of the driver's compensation, the contractor shall give any labor organization representing its drivers notice of the proposed policy as soon as practicable after contract award and shall negotiate in good faith until impasse or agreement has been obtained with that labor organization about that policy, consistent with any applicable bargaining agreement and applicable law.

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(j) Any subcontract for drivers shall include the above requirement for incentive bonuses for safe driving.

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(k) The above clause, as are all other clauses contained herein, is not intended for the benefit for third parties.

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## H.6 TASK ORDERING PROCEDURES

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(a) As described in Section I, FAR 52.216-18, "Ordering<sup>2</sup>,<sub>2</sub>" the Government shall issue Task Orders to the Contractor to provide the required transportation services for a specified period of performance. The total value of the task order will include a firm fixed price for services and an estimated cost for reimbursable items. The values will be established in accordance with Section B.3, Pricing Schedule, of this contract based on the quantity ordered.

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(b) The funding available in each Task Order for cost reimbursable items shall be treated as a separate amount allowed and obligated as described in Section B.5, Obligation of Funds, and Section I clause FAR 52.232-22, "Limitation of Funds" as if such funding were separately set forth in Section B of the contract. The accepted firm-fixed price items may be incrementally funded throughout the Task Order period in accordance with Section B.6, Limitation of Government's Obligation.

(c) The Contractor shall monitor, collect, control, and report reimbursable costs in accordance with the terms of each Task Order. Fee is not allowed on reimbursable costs.

(d) The Government will issue a minimum of one Task Order for the Contract Transition Period and Basic Transportation Services described in Section B.1(b) for Period 1. In addition to the Basic Transportation Services, the Government, at its sole discretion, may issue additional Task Orders for Additional Transportation Services, described in Section B.3(c), during the 5-year Contract Ordering Period.

(e) Task orders will be issued by unilateral execution of an Optional Form 347 "Order for Supplies/Services."

- (f) The Government will specify in each Task Order the quantity of services ordered and the period in which the Contractor is to provide those services.
- (g) The quantity of services ordered shall be in accordance with Section I clause, FAR 52.216-19 “Order Limitations” (Oct 1995).

#### **H.7 MOTOR CARRIER EVALUATION PROGRAM (MCEP) AUDIT**

The Contractor shall undergo and pass the Motor Carrier Evaluation Program (MCEP) Audit. Per MCEP Volume I, section 2.2, carriers of TRU waste shall be evaluated to Tier 1 grading. The MCEP Audit that is conducted by DOE is an extensive audit of all facets of a carrier’s business operations including an extensive on-site physical review of records and equipment. This inspection is covered in the DOE MCEP Plan and Procedures (latest revision applies). If the Contractor does not pass the Audit, the Government reserves the right to terminate the contract for default. If the contractor has already undergone and passed an MCEP audit CBFO shall determine what if any review is required.

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#### **H.8 PARTNERING**

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

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Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance.

#### **H.9 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

#### **H.10 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)**

The contractor’s parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee

performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment A, "Executed Performance Guarantee."

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

**H.11 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section L, Attachment L-1 entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

**Responsible Corporate Official [Offeror to insert information]:**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

**Corporate Board of Directors [Offeror to insert information]:**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

**H.12 DOE-H-2019 DISPOSITION OF INTELLETUAL PROPERTY – FAILURE TO COMPLETE CONTRACT (OCT 2014)**

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The following provisions shall apply in the event the Contractor does not complete contract performance for any reason:

- (a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1, Rights in Data- Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

**H.13 DOE-H-2020 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE (OCT 2014)**

The Contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price- Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

**H.14 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

(d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:

- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
- (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
- (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

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(e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

#### **H.15 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

**H.16 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

**H.17 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)**

Within **10** calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

**H.18 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)**

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

**H.19 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)**

- (a) Designated Federal holidays. Federal employees observe the following Federal holidays:
  - (1) New Year's Day
  - (2) Birthday of Martin Luther King, Jr.
  - (3) Washington's Birthday
  - (4) Memorial Day
  - (5) Independence Day
  - (6) Labor Day
  - (7) Columbus Day
  - (8) Veterans Day
  - (9) Thanksgiving Day
  - (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

- (b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.
- (d) The Contractor shall provide the services required by the contract at Federally-owned or -controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.
- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer Representative will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer's Representative.
- (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above

#### **H.20 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014) (DEVIATION)**

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract/Task Order shall be reviewed and approved by DOE prior to printing, issuance, or distribution. Therefore, the

Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy of the proposed releases to DOE- CBFO, Office of Public Affairs, P.O. Box 3090, Carlsbad, New Mexico 88221. All proposed releases should conform to the requirements of the applicable DOE Orders pertaining to the public release of information. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

#### **H.21 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)**

(a) In accordance with the clauses FAR 52.228-5, Insurance – Work on a Government Installation and DEAR 952.231-71, Insurance-Litigation and Claims, the following types and minimum amounts of insurance shall be maintained by the Contractor:

- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
- (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
- (3) Comprehensive bodily injury liability - \$500,000.
- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
- (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage - \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

#### **H.22 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS – ALTERNATE I (OCT 2014) (DEVIATION)**

The Contractor's performance under each individual Task ~~and/or Delivery~~ Order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachments C and D of this contract.

#### **H.23 DOE-H-2058 DESIGNATION AND CONSENT OF CRITICAL SUBCONTRACTS – ALTERNATE I (OCT 2014)**

(a) In accordance with the clause at FAR 52.244-2, Subcontracts, the following subcontracts have been determined to be critical subcontracts:

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*[To be updated at Time of Award]*

- (b) In the event that the Contractor plans either to award or use a new critical subcontract or replace an existing, approved critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.
- (c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved critical subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new critical subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed critical subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new critical subcontractor on future Task Orders.

#### **H.24 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)**

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

#### **H.25 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR (OCT 2014)**

- (a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The

Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

| Directive No. | Date      | Directive Title / Contract Requirements Document           |
|---------------|-----------|--|
| DOE O 206.2   | 2/19/2013 | Identity, Credential, and Access Management, including CRD |
|               |           |  |
|               |           |  |

~~H.26—DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)~~

- ~~(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.~~
- ~~(b) The restrictions set out in paragraph (a) above, however, do not apply to—~~
- ~~(1) Information which, at the time of receipt by the Contractor, is in the public domain;~~
  - ~~(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;~~
  - ~~(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;~~
  - ~~(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or~~
  - ~~(5) Information which is subject to release under applicable law.~~
- ~~(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.~~
- ~~(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A~~

~~copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.~~

~~(e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.~~

~~(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.~~

**H.27H.26 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)**

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).
- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must –

- (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
- (2) Not impede or hinder another employee's cooperation with the OIG; and
- (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

~~H.28 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)~~

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- ~~(a) Pursuant to the clause at DEAR 952.204-2, Security, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.~~
- ~~(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.~~

~~H.29~~H.27 **KEY PERSONNEL**

(a) Introduction

Key Personnel are considered essential to the success of all work being performed under this Contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "DEAR 952.215-70 Key Personnel," for the Key Personnel, requirements for changes to Key Personnel, reductions in Contract price for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) The Key Personnel for this Contract are identified below. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to add or delete personnel. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

- (1) Notify the Contracting Officer reasonably in advance;
- (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
- (3) Obtain the Contracting Officer's written approval. Notwithstanding the

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foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at DEAR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

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| <u>NAME</u>       | <u>POSITION TITLE</u>    |
|-------------------|--------------------------|
| [Offeror Fill-In] | Project/Terminal Manager |

(c) Definitions

For the purposes of this Clause, "Changes to Key Personnel" is defined as: (i) any change to the position assignment of a current Key Person under the Contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the Contract; or (iii) assigning a current Key Person for work outside the Contract.

(d) Key Personnel Requirements

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "DEAR 952.215-70, Key Personnel," Key Person(s) are considered "managerial personnel".

(e) The Project/Terminal Manager position is a position that is required to be located at and performed on site at the terminal.

(f) Contract Price Reductions for Changes to Key Personnel.

(1) Notwithstanding approval by the Contracting Officer, any time the Project/Terminal Manager (the initial Project/Terminal Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of Notice to Proceed, DOE may modify the Contract by reducing the contract price by \$25,000 for each and every occurrence of a change.

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(2) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include

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the Contractor's basis for the removal, replacement, or diversion of any key personnel. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.

**H.30H.28 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section C.6, Applicable Statutory and Regulatory Requirements and Other Guidance, or identified elsewhere in the contract.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1, Changes-Fixed Price (including Alt IV).
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

**H.31H.29 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**PART IV — REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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~~L.1 — DOE-L-2018 PREPROPOSAL CONFERENCE (OCT 2015)~~

~~(a) A prebid/preproposal conference will be held as indicated below:~~

- ~~i. TIME/DATE: See procurement website  
<https://www.emcbc.doe.gov/SEB/wipp-transportation-services/Site%20Tour2.php>~~
- ~~ii. PLACE: Skeen Whitlock Building of the Carlsbad Field Office (CBFO)  
—4021 National Parks Highway  
—Carlsbad, New Mexico 88220~~

~~(b) During this conference the Government will review the contract requirements, the proposal submission requirements and the evaluation process.~~

~~(c) Any questions to be answered during the conference must be submitted via email at [WippTransportation@emcbc.doe.gov](mailto:WippTransportation@emcbc.doe.gov) no later than seven days prior to the conference. Written questions will also be taken at the conference, but answers may not be provided at that time. All questions and answers will be provided via the procurement website at <https://www.emcbc.doe.gov/SEB/wipp-transportation-services/>.~~

~~(d) Attendance at the conference is not mandatory. The Government will not reimburse any Offeror for expenses related to attendance of this conference. Registration information can be found at the procurement website. To facilitate the Government's planning, Offerors are to provide the name, organizational affiliation, phone number, e-mail address and citizenship of each proposed attendee via email at [WippTransportation@emcbc.doe.gov](mailto:WippTransportation@emcbc.doe.gov). Instructions will be provided on the procurement website prior to the conference for any additional information that will be required for access to the conference and for non-US citizen attendees.~~

~~L.2 — DOE-L-2019 SITE VISIT (OCT 2015)~~

~~(a) A site visit will be held as indicated below:~~

- ~~i. TIME/DATE: See procurement website  
<https://www.emcbc.doe.gov/SEB/wipp-transportation-services/Site%20Tour2.php>~~
- ~~ii. PLACE: Skeen Whitlock Building of the Carlsbad Field Office (CBFO)  
—4021 National Parks Highway  
—Carlsbad, New Mexico 88220~~

~~(b) Any questions to be answered during the site visit must be submitted via email to [WIPPTransportation@emcbc.doe.gov](mailto:WIPPTransportation@emcbc.doe.gov), no later than seven days prior to the site visit. Written questions will also be taken at the site visit, but answers may not be provided at that time. All questions and answers will be provided via the procurement website at: <https://www.emcbc.doe.gov/SEB/wipp-transportation-services/index.php>~~

~~(c) Attendance at the site visit is not mandatory. The Government will not reimburse any Offeror for expenses related to attendance of this site visit. Due to space limitations, only three (3) representatives per potential Offeror will be allowed at the site visit. Registration information can be found at: <https://www.emcbc.doe.gov/SEB/wipp-transportation-services/Site%20Tour2.php>.~~

~~(d) Offerors are urged to attend and inspect the site where services are to be performed and satisfy themselves regarding all general and local conditions that may affect the cost of performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.~~

**L.1 RESERVED**

**L.2 RESERVED**

**L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a single award, Indefinite-Delivery Indefinite-Quantity contract, utilizing Firm Fixed Price (FFP) Task Orders, that may include a separate Contract Line Item Number (CLIN) (within Task Orders) for specified cost reimbursable (no fee) items, resulting from this solicitation.

**L.4 DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

**L.5 DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)**

Alternate bids/proposals are not solicited, are not desired, and will not be evaluated.

**L.6 DOE-L-2024, NOTICE OF INTENT – USE OF NON-FEDERAL EVALUATORS AND ADVISORS (OCT 2015)**

The Government may utilize non-federal evaluators and/or advisors or other non-Federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.

**L.7 DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)**

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In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of offers, potential Offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors via email to [WIPPTransportation@emcbc.doe.gov](mailto:WIPPTransportation@emcbc.doe.gov) not later than 14 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

**L.8 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://acquisition.gov/comp/far/index.html>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

The following solicitation provisions are incorporated by reference:

**Table L-1**

| Provision No.          | FAR/DEAR Reference       | Title   |
|------------------------|--------------------------|---|
| L.8.A                  | FAR 52.204-7             | System for Award Management (JUL 2013)  |
| L.8.B                  | FAR 52.204-16            | Commercial and Government Entity Code Reporting (JUL 2015)                          |
| L.8.C                  | FAR 52.215-1             | Instructions to Offerors - Competitive Acquisition (JAN 2004)                       |
| L.8.D                  | FAR 52.215-16            | Facilities Capital Cost of Money (JUN 2003)   |
| L.8.E                  | FAR 52.215-22            | Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009) |
| <del>L.8.F</del>       | <del>FAR 52.215-23</del> | <del>Limitations on Pass-Through Charges (OCT 2009)</del>                           |
| <del>L.8.G</del> L.8.F | FAR 52.222-24            | Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)                 |
| <del>L.8.H</del> L.8.G | FAR 52.237-1             | Site Visit (APR 1984)   |
| <del>L.8.H</del> L.8.H | <b>FAR 52.247-6</b>      | <b>Financial Statement (APR 1984)</b>   |
| <del>L.8.H</del> L.8.I | <b>FAR 52.247-45</b>     | <b>F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984)</b>                |
| <del>L.8.K</del> L.8.J | DEAR 952.219-70          | DOE Mentor-Protégé Program (MAY 2000)   |
| <del>L.8.L</del> L.8.K | DEAR 952.233-4           | Notice of Protest File Availability (AUG 2009)                                      |
| <del>L.8.M</del> L.8.L | DEAR 952.233-5           | Agency Protest Review (SEP 1996)  |

**L.9 OFFER ACCEPTANCE PERIOD**

The Offeror's proposal shall be valid for ~~180~~365 calendar days after the required due date for ~~final~~ proposals.

**L.10 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL  
(OCT 2015)**

- (a) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The Offeror may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)
- (b) Availability of the solicitation, amendments, and other documents – electronic media.
- (1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net> and through the Federal Business Opportunities website at [www.fbo.gov](http://www.fbo.gov). These electronic mediums will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through these mediums. Offerors and all other interested parties will need to maintain continual surveillance of the websites to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website's “Notifications” feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (2) The solicitation, amendments, reference documents, drawings, specifications, other documents and other communications are also available through the procurement website at [https://www.emcbc.doe.gov/SEB/wipp\\_transportation\\_services/](https://www.emcbc.doe.gov/SEB/wipp_transportation_services/).
- (c) Submission of proposals.
- (1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. The Offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov>, in accordance with FAR 52.204-7, System for Award Management.

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. The official proposal shall only be accepted through FedConnect. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded, submitted and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the Contracting Officer. The subcontractor proposal must adhere to the proposal due date/time in the solicitation.

(3) The offeror shall insert 365 calendar days in block 12 of the SF 33 in accordance with Section L provision L.9.

~~(3)~~(4) Electronic submission of a proposal via FedConnect shall be considered the Offeror's official offer and will be considered binding.  
CD/DVD versions of the proposal are not required.

~~(4)~~(5) In addition to the electronic submission of the Offeror's official proposal via FedConnect, the Offeror shall submit the required number of paper (and electronic) copies of each proposal volume as indicated below. The content in the paper copy shall be identical to the content of the electronic copies. The paper copies shall be submitted no later than the proposal due date to:

U.S. Department of Energy  
Attention: Lori Sehlhorst, Contracting Officer  
Address: 250 E. 5th Street, Suite 500  
City/State/Zip: Cincinnati, OH 45202

Shipping materials shall be marked as follows:  
TO BE OPENED BY ADDRESSEE ONLY. RFP NO. DE-SOL-0009438

E-mail: [lori.sehlhorst@emcbc.doe.gov](mailto:lori.sehlhorst@emcbc.doe.gov)  
Phone: 513-744-0989

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

| Proposal Volume – Title  | Copies Required  |
|--|--|
| Volume I – Offer and Other Documents   | Hardcopy: 1 signed original and 1 copy<br><del>CD: 1 original and 1 copy</del> CDs: 2  |
| Volume II – Technical and Management Proposal<br>Factor 1: Technical and Management Approach<br>Factor 2: Key Personnel<br>Factor 3: Relevant Experience<br>Factor 4: Past Performance | Hardcopy: 1 signed original and 5 copies<br><del>CD: 1 original; 5 copies</del> CDs: 6 |
| Volume III – Cost <del>or</del> Price Proposal   | Hardcopy: 1 signed original and 5 copies<br><del>CD: 1 original; 5 copies</del> CDs: 6 |

(d) Solicitation instructions and proposal information.

- (1) Proposals shall conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal government, including the Department of Energy.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. The Government will compare the Offeror's proposal with the terms noted in Section L in order to perform a compliance review. Any Offerors proposal determined non-compliant per the terms noted in Section L may not be evaluated and may not be further considered for award. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is ~~so grossly and obviously~~ deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of ~~the~~this solicitation.

(e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
  - (i) Volume I, Offer and Other Documents – No page limit.
  - (ii) Volume II, Technical and Management Proposal – See page limitations identified below for each factor.
  - (iii) Volume III, Cost or Price Proposal – No page limit.
- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will

begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

- (3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost or Price Proposal, unless otherwise specified.

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
- (2) Cross reference matrix. The Offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Performance Work Statement, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror's proposal.
- (3) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages. Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of 11-~~5~~½ x 17 binders for the Cost Volume is permitted.
- (4) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. Print type used in completing forms attached to this RFP as Microsoft® (MS) Word®, Access®, or Excel® documents shall not be changed from the styles used in the attachments.
- (5) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

- (6) Page numbering. All pages shall be sequentially numbered by volume.
- (7) File format. Files submitted shall be readable and searchable using Microsoft® (MS) Word®, Excel® (Version 2010 or higher) including working formulas and computations, or Adobe portable document format (PDF) (must be in a searchable format, not scanned). The Adobe PDF shall not be password protected or contain other security restraints unless access information is provided.
- (8) Binding and Labeling of Hard Copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11½ x 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (g) Classified Information. The Offeror shall not provide any classified information in response to this solicitation ~~unless specifically required to do so in other parts of this solicitation.~~
- (h) Questions.
- (1) Questions regarding this solicitation must be submitted to [WippTransportation@emcbc.doe.gov](mailto:WippTransportation@emcbc.doe.gov) no later than ~~21 calendar days prior to the proposal due date, 3:00 PM Eastern Daylight Time on August 1, 2016.~~ If DOE has not acknowledged receipt of submitted questions within three (3) business days, the Offeror may contact the Contracting Officer to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.
- (2) This solicitation is considered complete and adequately describes the Government's requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to [WippTransportation@emcbc.doe.gov](mailto:WippTransportation@emcbc.doe.gov).
- (i) False Statements. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

- (j) Examination of data. By submission of a proposal, the Offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.
- (k) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; Part III, Section J – List of Documents, Exhibits and Other Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. Part IV, Section K will be incorporated into the contract by reference.

**L.11 DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS – ALTERNATE III AND ALTERNATE IV (OCT 2015)**

- (a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill-in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas include, but are not limited to:
  - (1) Section B:
    - (i) B.1, DOE-B-2010 Indefinite-Delivery Indefinite-Quantity Contract (Oct 2014)
    - (ii) B.3, Pricing Schedule
    - (iii) B.4, Non-Labor Cost – Indirect Ceiling Rate
  - (2) Section H:
    - (i) H.11, DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)
    - (ii) H.2927, Key Personnel
  - (3) Section I:
    - ~~(i) I.37, FAR 52.219-28 Post Award Small Business Program Representation (Jul 2013)~~
    - ~~(ii)(i) I.531.54, FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)~~
    - ~~(ii)(ii) I.6465, FAR 52.227-23 Rights to Proposal Data (Technical) (Jun 1987)~~
    - ~~(iii)(iii) I.425126, DEAR 952.227-82 Rights to Proposal Data (Apr 1994)~~

- (b) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (c) Standard Form 33, Solicitation, Offer And Award – One (1) signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.
- (1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract – Sections A – J. By signing and submitting the SF 33, the Offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g) Exceptions and deviations.
- (2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.
- (d) Administrative information. Offerors shall provide the following information:
- (1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
- (2) Offeror name. Name, address, telephone and facsimile number, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
- ~~(3)(1) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).~~
- (4)(3) Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the Offeror’s behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
- (4) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
- (5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
- (e) Subcontractors and other entities.

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- (1) Name, address, and DUNS number for all proposed, critical subcontractors ~~that will perform any portion of the contract work.~~ The Offeror's proposal submission, including Volume II, shall only include critical subcontractors (defined as any subcontractor proposed to perform driver services, tractor services, and/or tractor and trailer maintenance services during the life of the contract regardless of subcontract value). For all subcontracts ~~that meet the definition of a "critical subcontractor,"~~ the Prime contractor must submit the information required by FAR 15.404-3.
- (2) If the Offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide –
  - (i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
  - (ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.
- (f) Representations and certifications.
  - (1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8. The Offeror shall also complete any additional representations, certifications or other statements required in this solicitation's Section K, Representations, certifications, and other statements of the Offeror.
- (g) Exceptions and deviations.
  - (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an Offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies – Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted

by the government, will take precedence over the terms and conditions of the solicitation.

(2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Organizational Conflicts of Interest (OCI). The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s) as defined in section L.11(e)(1) shall provide a fully executed Section K.4, Organizational Conflicts of Interest Disclosure and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate draft mitigation plan in accordance with the requirements of Section H clause entitled, DOE-H-2035 Organizational Conflict of Interest Management Plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department; including a draft mitigation plan (see FAR 9.5 for requirements).

(i) Equal opportunity compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member, members of a newly formed entity, including LLCs, formed for the purpose of performing this Contract, or members of similar entities. Additionally, each proposed subcontractor is required to provide the information described above.

(j) Performance guarantee agreement. The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Attachment L-1, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.

(k) Responsible corporate official. The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors.

(l) The Offeror shall provide documentation to be utilized in determining Offeror responsibility as outlined below:

(1) Clause H.13 “Motor Carrier Evaluation Program (MCEP) Audit” requires that the Contractor pass the MCEP or the contract may be terminated for default. It is the Offeror's responsibility to demonstrate its capability to pass the MCEP Audit, through completing and submitting the MCEP Initial Evaluation Forms provided in Attachment L-78 “MCEP Initial Evaluation Forms” or by providing

proof of current MCEP audit certification. In addition it is the Offeror's responsibility to demonstrate the capability of its teaming partners and/or members, and critical subcontractors responsible for transporting TRU waste, to pass the MCEP Audit. Forms shall be submitted for the Offeror, its teaming partners and/or members, and critical subcontractors responsible for transporting TRU waste, and shall be submitted with the Offeror's proposal.

- (2) The Offeror shall submit a copy of the most recent audit report(s), regardless of year conducted, that describes the results of the most recent United States Department of Transportation Compliance Review. The Offeror shall also submit a copy of the audit report that describes the results of its latest United States Department of Transportation Security Review, if any, that has been conducted within five (5) years of the effective date of the solicitation. The Offeror shall address any violations, deficiencies, issues identified, if any, in both of the reports and include corrective actions, if any. If the Offeror has not had a Department of Transportation Security Review within the last five (5) years it should state accordingly in its proposal.

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**L.12 DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015)**

- (a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors; however, failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M, Evaluation Factors for Award.
- (b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.
- (c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001, Proposal Preparation Instructions – General and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, Offerors shall provide their specific approach and capabilities to perform the required work. Moreover, Offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.
- (d) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.

**L.13 DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT APPROACH (OCT 2015)**

**FACTOR 1: TECHNICAL AND MANAGEMENT APPROACH** (*The Technical and Management Approach section shall not exceed 30 pages.*)

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the Offeror's technical approach:

- (a) The Offeror shall fully describe its understanding, capability, and technical approach for performing and achieving the PWS objectives and activities, including, but not limited to, the below-listed requirements of the PWS.
  - (1) Contract Transition:

The Offeror's proposal shall describe its technical approach for transitioning the work (and workforce) from the incumbent contractor, in accordance with the contract requirements contained in C.3.1.16.1, Contract Transition- ~~and C.4.3, Transition Plan.~~ The approach shall address those activities, and associated schedule, necessary to be performed to maintain continuity of services from the beginning of the transition period through assumption of full responsibility for the work ~~in accordance with the schedule for transition specified in Section F- Deliveries or performance within 60 days.~~
  - (2) Transportation Management:

The Offeror's proposal shall describe its technical approach to successfully implement and execute the technical and management requirements of the PWS to include the methods and processes for providing CVSA level VI qualified tractor and driver services to meet task order requirements, including dispatch process and monitoring of ~~truck sets~~trucks in accordance with the DOE Transportation Schedule (C.3).
  - (3) Tractors, Trailers, and Support Equipment – Acquisition and Maintenance:

The Offeror's proposal shall describe its technical approach for acquiring and maintaining tractors and support equipment to CVSA level VI criteria, as identified in the PWS, in order to provide qualified tractor-trailer services that will achieve ~~less than~~ one percent (1%) or less monthly tractor-trailer set downtime rate (C.3.3 and C.3.4).
  - (4) Quality Assurance:

The Offeror's proposal shall describe its technical approach to successfully implement and execute a quality assurance program for hazardous waste transport operations as specified in the PWS (C.4.~~6~~5).
  - (5) Safety Program:

The Offeror's proposal shall describe its technical approach for establishing and maintaining a safety/ISMS program (C.4.~~7~~6) that meets the PWS requirements for providing qualified driver services (C.3.1.13).

(b) Risks:

The Offeror's proposal shall ~~also~~ identify the three most significant risks to successful performance of the PWS; the offeror shall describe its rationale for the identified risks and their potential impacts; and its technical approach to eliminate, avoid, or mitigate each of these risks. If more than three risks are identified by the Offeror, DOE will evaluate only the first three risks identified by the Offeror.

(c) Assumptions:

The Offeror's proposal shall describe all key technical inputs, assumptions, and justifications used to determine its technical approach and/or support its technical understanding.

**L.14 DOE-L-2005 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - KEY PERSONNEL (OCT 2015)**

**FACTOR 2: KEY PERSONNEL** (*The ~~Key Personnel~~key personnel section shall not exceed two (2) pages, exclusive of the resume is limited to resumes and letterLetters of commitmentCommitment. The key personnelProject/Terminal Manager resume is limited to three (3) pages exclusive of the letter of commitment, which is limited to one (1) page.*)

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the proposed key personnel:

- (a) Key personnel: The Offeror shall propose a key person for the Project/Terminal Manager position, which will be incorporated into the contract through the clause at H.3327, Key Personnel. Only one individual may be proposed for the key personnel position and the key person shall be employed by the prime contractor. The Offeror must provide confirmation that the proposed Project/Terminal Manager is employed by the prime contractor. The Project/Terminal Manager position is a position that is required to be located at and performed on-site, at the terminal. No other Key Personnel besides the Project/Terminal Manager shall be proposed. The Offeror shall not provide the names or qualifications of any non-key personnel.

~~The Offeror shall not provide the names or qualifications of any non key personnel, except as otherwise specified in other solicitation provisions.~~

~~(1)(i) The Offeror shall ensure that the key person proposed for this effort will be assigned to this effort full time unless the Offeror clearly indicates a different schedule for the key person and gives the reasons for deviating from full time. Failure to propose the key person as full time for this effort may adversely affect the Government's evaluation of the proposal.~~

- ~~(2) The Offeror shall confirm that the Key Person will be physically located on site, at the terminal.~~

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~~(3) The Offeror shall describe the individual's relevant knowledge and experience with training and operations; safety; dispatching; and hazardous and/or radioactive material transporting, as it pertains to 49 CFR 170-178 and 350-399.~~

(b) Resume:

(1) The Offeror shall provide a written resume for the proposed key person in the format shown in Attachment L-2 to Section L. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:

(i) Relevant experience on work of similar scope, size, and complexity to that required under the contract: similar scope, size, and complexity are defined as follows: scope – type of work; size – dollar value and contract duration; and complexity – performance challenges and risk.

(ii) Relevant knowledge and experience with training and operations; safety; dispatching; and hazardous and/or radioactive material transporting, as it pertains to 49 CFR 170-178 and 350-399.

~~(ii)~~(iii) Record of past success and accomplishments, including leadership, in performing work of similar scope, size, and complexity to that required under the contract.

~~(iii)~~(iv) Education, training, certifications, and licenses, including any experience in lieu of education that supports the suitability for the ~~proposed~~ position.

(v) The Offeror shall ensure that the key person proposed for this effort will be assigned to this effort full-time. Failure to propose the key person as full-time for this effort may adversely affect the Government's evaluation of the proposal.

~~(iv)~~(vi) The resume shall include at least three references having direct knowledge of the qualifications of the proposed key person.

(2) By submission of the resume, the key person and Offeror authorize DOE to contact any references and previous employers to verify the accuracy of information provided in the resume and to assess the individual's suitability for the proposed position. DOE may contact any or all of the references or past employers and may use any information or sources available to DOE as a part of its evaluation of the key personnel.

(c) Letter of commitment: A letter of commitment shall be submitted for the individual proposed as a key person. The key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the effective date of the contract for

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a period of two (2) years. Failure to submit a letter of commitment may adversely affect the Government's evaluation of the proposal. A format for the letter of commitment shall state, as follows:

*"I hereby certify that the resume submitted as part of the proposal is true and correct, and \_\_\_\_\_ (insert name of individual proposed) will accept the proposed position of \_\_\_\_\_ (insert name of proposed position) if \_\_\_\_\_ (insert name of Contractor) receives the award and will perform in the proposed position for a minimum of two (2) years following the contract award date. I also hereby certify that \_\_\_\_\_ (insert name of individual proposed) will be physically located on site, at the terminal."*

**L.15 DOE-L-2009 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – RELEVANT EXPERIENCE (OCT 2015)**

**FACTOR 3: RELEVANT EXPERIENCE** *(The Experience section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form which is limited to three (3) pages per reference contract/project. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Relevant Experience and Past Performance factors. The completed Attachment L-3 forms shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the Offeror's experience [Note that all of the below information shall be contained within the Attachment L-3 forms only, ~~with the exception of the Work Performance Matrix required in paragraph (c)-1.~~];

- (a) Offeror experience: The Offeror shall describe its relevant experience in performing work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS, including cross-country shipment of hazardous and/or radioactive waste, other hazardous or radioactive shipments, and/or other types of cross-country or long-haul shipments); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g., types of waste, nuclear environment, CVSA Level VI inspection criteria, working with Federal, State, Tribal regulatory bodies and stakeholder groups, rigorous safety and quality assurance requirements, stringent driver qualification requirements, etc.). In describing relevant experience, Offerors shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.
- (b) Subcontractor and other entity experience: In addition to the Offeror's relevant experience, the Offeror shall describe the relevant experience of any proposed critical subcontractors that are proposed to perform work under the contract. The proposal shall only include experience information for critical subcontractor(s) as defined in section L.11(e)(1). The Offeror's other subcontractor(s), not defined as a critical subcontractor shall not submit experience information and any submitted information will not be evaluated. The Offeror shall describe the relevant

experience - similar in scope size, and complexity - in relation to that portion of the work proposed to be performed by the subcontractor or other entity. Other entities may include, for example, members of a limited liability company (LLC) or joint venture, an affiliate of the Offeror, or other critical teaming partner. In describing relevant experience, critical subcontractors or other entities shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.

- (c) Work to be performed: The experience provided for the Offeror, critical subcontractors, or other entities shall describe its relevancy to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Performance Work Statement, the work to be performed by each entity, and the relevant experience of that entity (as detailed in the Attachment L-3, Past Performance and Experience Reference Information Form. ~~Each discrete example of experience must be attributed to a specific entity.~~
- (d) Newly formed entity and predecessor companies: If the Offeror, critical subcontractors, or other performing entities are a newly formed entity with no experience, the Offeror shall provide relevant experience for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide relevant experience on predecessor companies resulting from mergers and acquisitions.
- (e) Contracts information: The Offeror shall provide the relevant experience information as requested in this provision on up to three (3) contracts, either completed or currently being performed by the Offeror, and one (1) contract, either completed or currently being performed, for each proposed critical subcontractor(s). If the Offeror is a newly formed entity, joint venture, LLC, or similar entity the Offeror shall provide relevant experience information for a TOTAL of three (3) contracts for its parent organization(s) or member organizations (e.g., if the Offeror is a Joint Venture comprised of two companies, the Offeror may submit a maximum of three references (L-3 forms) total; not three for each comprising entity). The Offeror shall only provide contract relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the date proposals are due.
- (1) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.
  - (2) Include information on challenges and problems encountered in performance of the work, actions initiated to address these matters, and the effect the actions taken had on the performance of the contract.
  - (3) Contracts used as a representation of the Offeror's experience must be the same contracts submitted in accordance with the provision at DOE-L-2010, Proposal Preparation Instructions, Volume II - Past Performance, and as listed in the Past Performance and Experience Reference Information Form contained in Attachment L-3 to Section L. **The contracts referenced for each entity shall**

**be the same contracts for which Past Performance information is provided for in Evaluation Factor 4 – Past Performance below.**

- (4) Attachment L-3, ~~Experience and~~ Past Performance ~~and Experience~~ Reference Information Form is limited to three (3) pages. Information pertaining to Evaluation Factor 3 – Relevant Experience shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3.
- (5) All information provided under this evaluation factor by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, critical subcontractors, and/or teaming participants) under the Offeror's proposed approach.
- (f) Verification of experience: The Government may verify an Offeror's or critical subcontractor's experience, including represented outcomes of specific work experiences, from third-party sources, including reference checks from customers, clients, and business partners.

**L.16 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015)**

**FACTOR 4: PAST PERFORMANCE** *(The Past Performance section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form, limited to 3 pages per reference contract/project ~~and~~, the Attachment L-5, List of Contracts Terminated for Default or Convenience, which has no page limit, ~~and the Attachment L-9, Past Performance Information Form – Transportation Accidents, which has no page limit.~~ Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Relevant Experience and Past Performance factors. The completed ~~Attachment~~Attachments L-3, L-5, and ~~L-59~~ shall be included in this Volume II, Factor 4: Past Performance.*

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the Offeror's past performance:

- (a) Offeror past performance: The Offeror shall provide information on its record of relevant past performance on work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS, including cross-country shipment of hazardous and/or radioactive waste, other hazardous or radioactive shipments, and/or other types of cross-country or long-haul shipments); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g., types of waste, nuclear environment, CVSA Level VI inspection criteria, working with Federal, State, Tribal regulatory bodies and stakeholder groups, rigorous safety and quality assurance requirements, stringent driver qualification requirements, etc.).

- (b) Subcontractor and other entity past performance: In addition to the Offeror's record of relevant past performance, the Offeror shall provide information on the record of relevant past performance for any proposed critical subcontractors and any other entities that are proposed to perform work under the contract. The proposal shall only include past performance information for critical subcontractors as defined in L.11(e)(1). The Offeror's other subcontractor(s), not defined as a critical subcontractor, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide such information on work similar in scope, size, and complexity to that portion of the work proposed to be performed by the subcontractor or other entity. Other entities may include - members of a limited liability company (LLC), joint venture, or other similar entity or an affiliate of the Offeror.
- (c) Work to be performed: The record of past performance provided for the Offeror, critical subcontractors, or other entities shall relate to work performed that is similar to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the work statement, the work to be performed by each entity, and the relevant past performance of that entity. ~~Each discrete record of past performance must be attributed to a specific entity.~~
- (d) Newly formed entity and predecessor companies: If the Offeror, subcontractors, or other performing entities are a newly formed entity with no record of past performance, the Offeror shall provide past performance information for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide past performance information on predecessor companies resulting from mergers or acquisitions.
- (e) Contracts information: The Offeror shall provide past performance information on three (3) contracts, either completed or currently being performed by the Offeror, and one (1) contract, either completed or currently being performed, for each proposed critical subcontractor or other performing entity. If the Offeror is a newly formed entity, joint venture, LLC, or similar entity the Offeror shall provide past performance information for a TOTAL of three (3) contracts total for its parent organization(s) or member organizations (e.g., if the Offeror is a Joint Venture comprised of two companies, the Offeror may submit a maximum of three references (L-3 forms) total; not three for each comprising entity). The Offeror shall only provide contract past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the date proposals are due.
- (1) Past performance information form. The Offeror shall submit its past performance information on the Past Performance Information Form contained in Attachment L-3 to Section L. One form shall be provided for each past performance reference (contract).
- (2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

- (3) Contracts contained in the Past Performance Information Form shall be the same as those identified under the relevant experience section of the proposal.
- (f) Performance information. The Offeror shall identify problems encountered in performance of these contracts and corrective actions taken by the Offeror to resolve those problems. The problems could include, but are not limited to: technical problems; regulatory notices of violation resulting from transportation non-compliances; late deliveries. The problems should have been managed directly by the Offeror or the other team member for which Past Performance Evaluation Forms are being provided. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the identified contracts.
- (g) Terminated contracts. The Offeror shall provide a listing of any contracts of the Offeror, critical subcontractors, or other performing entities that were terminated, including the reasons therefore, within the past five (5) years from the due date for proposals and complete Attachment L-5, List of Contracts Terminated for Default or Convenience. This listing of terminated contracts is not limited to only those contracts contained in the Past Performance Information Form.
- (h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Cover Letter and Questionnaire contained in Attachment L-4 to Section L [to the client under each referenced contract for which an Attachment 3, Past Performance and Experience Reference Information Form was provided](#). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below by the due date for the receipt of proposals.

- (1) DOE address and contact information.

U.S. Department of Energy  
EM Consolidated Business Center  
ATTN: Ian Rexroad  
250 East 5<sup>th</sup> Street, Suite 500  
Cincinnati, OH 45202

- (2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY.  
RFP NO. **DE-SOL-0009438**

E-mail: [ian.rexroad@emcbc.doe.gov](mailto:ian.rexroad@emcbc.doe.gov)  
Phone: 513-246-0077

- (3) Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition related to late proposals.

- (i) The Offeror shall provide information on accidents that have occurred within 5 years from the proposal due date for the Offeror or the entity actually performing transportation/shipment services and/or where the Offeror was responsible for the management/arrangement of transportation/shipment services by utilizing Attachment L-89, Past Performance Information Form - Transportation Accidents.
- (j) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance [and Experience Reference](#) Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror. This may include, but not be limited to, commercial and government clients, government records, regulatory agencies, and government databases such as the Government's [Contractor Past Performance Assessment Reporting Information Retrieval](#) System.

#### **L.17 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST OR PRICE PROPOSAL**

- (a) The Offeror shall provide a completed Section B.1 and B.3 with proposed firm fixed prices and firm fixed unit prices to perform the requirements set forth in the PWS. For Cost Reimbursable items, the Offeror shall use the DOE provided Not-to-Exceed (NTE) cost included in Section B.3(d) and the corresponding worksheet included in the Attachment L-6, Cost/Price Proposal Worksheets to prepare its proposal. The Offeror shall prepare its [priceCost/Price](#) proposal in accordance with the following instructions:
- (b) All price information shall be included in Volume III of the proposal. None of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the solicitation.
- (c) The Offeror shall provide a proposed price for this effort by completing Attachment L-6, Cost/Price Proposal Worksheets (MS Excel workbook).
- (d) If there is a discrepancy between the unit prices specified by the Offeror in Section L, Attachment L-6 and the corresponding unit prices specified by the Offeror in Section B.3, the unit prices specified by the Offeror in Section B.3 will be used to determine the total evaluated price.
- (e) Since the [Cost/Price](#) Proposal will be evaluated to determine price reasonableness it should be accurate and complete.
- (f) All pages, including forms, must be page numbered and all forms, tables, or exhibits must be identified in the table of contents or index.
- (g) For proposal preparation purpose, the Offeror shall assume a 60 day Contract Transition Period, with a Transition start date of May ~~29~~28, 2017. The Offeror shall assume full responsibility for the performance of all other contract requirements on July 28, 2017. Proposed prices shall be provided to reflect the Periods specified in Section B. The Offeror shall propose cost for each year and in total corresponding to the price for performing the PWS.

(h) Limitations on Subcontracting (FAR 52.219-14). In order to determine the Offeror's compliance with the Limitations on Subcontracting clause (FAR 52.219-14), the Offeror shall identify the work scope being performed ~~(by PWS element) by each entity (prime vs subcontract), a computation of the total work performed (by dollars) by each entity (prime and subcontract) and a written statement stating the Offeror will comply with FAR 52.219-14 during the course of contract performance between each entity (prime vs subcontractor(s)).~~ Offerors shall complete Attachment L-10, Limitations on Subcontracting Verification that will be used to determine compliance with the Limitations of Subcontracting clause. Per FAR 52.219-14, "At least 50% of the cost of contract performance incurred for personnel shall be expended for employees of the concern." Each proposal submitted in response to this solicitation will be reviewed for compliance with this requirement. For purposes of determining compliance with this clause, the "cost of the contract" and the "cost of contract performance incurred for personnel" are defined in 13 CFR 125.6(e)(1) and (2). Any proposal that does not meet this requirement may be considered unacceptable and may not be considered for award.

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(i) The Offeror shall provide documentation for Responsibility Determination and Financial Capability as outlined below:

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(1) FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not be limited to, the Offeror's financial statements (audited, if available), notes to the financial statements for the last three fiscal years, and any available lines of credit. This information should be provided for all participants if the Offeror is a joint venture or other teaming arrangement, and for critical subcontractors.

(2) The Offeror shall submit proof of liability coverage in the amount of \$5M or greater to transport TRU waste under this solicitation in accordance with 49 CFR 387, and the kinds and minimum amounts of insurance in accordance with DOE-H-2049 Insurance Requirements (OCT 2014). The Offeror shall provide a certificate or information that indicates the Offeror will have coverage in accordance with the above, by the beginning of the Transition Period, May ~~2928~~, 2017, for a one year period. Note: the solicitation and any resulting contract require continuous coverage throughout the performance period.

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(3) Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

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(j) The Offerors shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. For any indirect ceiling rate

specified at B.4 which the Offeror proposes to apply to incurred non-labor costs specified at B.3(d), the Offeror shall provide (1) supporting documentation from its accounting system showing actual pool and base costs used to calculate the allowable indirect cost rate for its most recently completed fiscal year; and (2) if applicable, support for any forecasted pool, base, and indirect cost rate projections currently being used prospectively for government billing and/or government forward pricing purposes. Additionally, the Offerors shall describe its accounting system and the adequacy of that system for reporting costs against government cost-type contracts. The Offerors shall identify the cognizant government audit agency or any other government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of any joint venture or each member of an LLC. The government may use this information in making determinations of Offerors responsibility.

Offeror's Proposed Accounting System Information – The Offerors (including joint ventures) shall provide one or more of the following:

- (1) Provide a copy of the Government approval/determination stating the proposed accounting system is adequate for the identification, accumulation and recording of cost under Government reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. Also, provide a copy of the most recent accounting system audit report on the proposed accounting system if performed within the last five years and fully describe and explain any material changes made to the proposed accounting system since the time it was reviewed, audited or approved.
- (2) If the accounting system was deemed inadequate, provide the information contained in (1) above and the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action.
- (3) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offerors shall state this and provide responses to the —Offeror's Proposed Accounting System Information, incorporated into this RFP as Attachment L-7, Offeror's Proposed Accounting System Information.

**L.18 DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)**

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

**L.19 DOE-L-2016 NUMBER OF AWARDS (OCT 2015)**

It is anticipated that there will be one award(±) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

**L.20 CONTACTS REGARDING FUTURE EMPLOYMENT**

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

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**L.21 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION**

This acquisition is a set-aside for small businesses. The size standard for this solicitation is \$27,500,000 under North American Industry Classification System (NAICS) code 484230, Specialized Freight (except used goods) Trucking, Long-Distance.

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**L.22 DOE-L-2021 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (OCT 2015)**

(a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement shall review 13 C.F.R. § 121.103, "How does SBA determine affiliation?" prior to submitting a proposal.

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(b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and the Contracting Officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.

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**L.23 DOE-L-2026 SERVICE OF PROTEST (OCT 2015)/ FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/ AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)**

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- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from :

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Ms. Lori Sehlhorst  
Contracting Officer  
U.S. Department of Energy  
Environmental Management Consolidated Business Center  
250 E. 5th Street, Suite 500  
Cincinnati, OH 45202

- (b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO must be furnished to the following address within the time periods described in paragraph (b) of this clause:

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U.S. Department of Energy  
Assistant General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, S.W.  
Washington, DC 20585

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☎ Fax: (202) 586-4546

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#### **L.24 DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)**

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.2014(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

#### **L.25 DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)**

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest

procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

## L.26 LIST OF SECTION L ATTACHMENTS

- L-1 Performance Guarantee Agreement
- L-2 Key Personnel Standard Resume Format
- L-3 Past Performance and Experience Reference Information Form
- L-4 Past Performance Cover Letter and Questionnaire
- L-5 List of Contracts Terminated For Default or Convenience
- L-6 Cost/Price Proposal Worksheets (Attached)
- L-7 [Offeror's Proposed Accounting System Information](#)
- L-8 MCEP Initial Evaluation Forms
- L-89 Past Performance Information Form – Transportation Accidents
- L-10 [Limitations on Subcontracting Verification](#)

**ATTACHMENT L-1**  
**Performance Guarantee Agreement**

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-\_\_\_\_\_ for the \_\_\_\_\_ (Contract) dated \_\_\_\_\_, by and between the Government and \_\_\_\_\_ (contractor), the undersigned, \_\_\_\_\_ (Guarantor), a corporation incorporated in the State of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the contract; and (b) the full and prompt payment and performance by contractor of all obligations and liabilities of contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against contractor, or adjudication of contractor as a bankrupt; or (iii) the assertion by the Government against the contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by contractor is in default under the contract or under any other document(s) or instrument(s) executed by contractor as aforesaid, and that Guarantor

will, upon demand, perform all other obligations of contractor, the performance of which by contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

\_\_\_\_\_  
Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

**ATTACHMENT L-2**  
**Key Personnel Standard Resume Format**

*(Resume must not exceed 3 pages in length for the Key Person/Project/Terminal Manager)*

**Name of Key Person:**

**Name of Offeror:**

**Proposed Position with Offeror:**

**Availability Date and Period of Commitment:** (Insert [month/date/year] for availability date; period of commitment shall be reflected from date of contract award forward)

**Name of Company with whom Key Person will be Employed:**

**Country of Citizenship:**

**Duties and Responsibilities in Proposed Position:**

**Experience:** (Starting with current position and working backwards: Identify Contract/Project Title, name and address of employer, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership and technical expertise qualities. Identify specific examples of demonstrated leadership as opposed to just leadership positions held. Describe how work experience relates to WIPP Transportation Services project issues and capability to function effectively in the proposed team position.)

**Education:** (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).

**Professional Affiliations, Registrations, Certifications and Licenses:**

**Will the proposed key person be employed full time by the Offeror:  YES  NO**  
**If checked "no," reasons why:**

**Three References:** [Name, title, company/organization, address, phone number and e-mail address (current and at least two (2) previous employers or positions)]

**ATTACHMENT L-3**  
**Past Performance and Experience Reference Information Form**  
*(Completed Form limited to 3 pages per reference contract/project)*

Reference Contract/Project Title

|  |   |
|--|---|
| 1. Name and DUNS # of Offeror Submitting Proposal:   |   |
| 2. Name and DUNS # of Company for which L-3 Form is being submitted:   |   |
| 3. Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):  |   |
| 4. Name and DUNS # of Entity Reference Contract/Project Was Awarded To:  |   |
| 5. Reference Contract/Project Number:<br>Reference Contract/Project Available in PPIRS (i.e. <u>Yes/No</u> ):  |   |
| 6. Reference Contract/Project Title and Contract/Client Point of Contact:  | Name:<br>Project Title:<br>Telephone:<br>Email:<br>Address: |
| 7. Indicate if the Company (identified in #2) was a <u>Prime Contractor</u> , <u>Teaming Partner</u> , or <u>Subcontractor</u> for the Reference Contract/Project:   |   |
| 8. Reference Contract/Project Period of Performance:   |   |
| 9. Reference Contract/Project Start Date:  |   |
| 10. Reference Contract/Project Completion/Termination Date:  |   |
| 11. Reference Contract/Project Type of Contract (e.g., FP, CPFF, CPAF, etc.):  |   |
| 12. Reference Contract/Project Total Value (separately list fee if cost-type):   |   |
| 13. Reference Contract/Project Value Performed To Date (Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):   |   |
| 14. Portion (%) of work Company (identified in #2) is proposed to perform on the WIPP Transportation Contract:   |   |
| 15. Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project (if different than #12 and #13, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.): |   |
| 16. Scope Company (identified in #2) is proposed to perform on the WIPP Transportation Contract. List applicable PWS elements:   |   |

|   |  |
|---|--|
| 17. Scope Company (identified in #2) performed on reference contract/project:   |  |
| 18. Complexity Company (identified in #2) is proposed to perform on the WIPP Transportation Contract:   |  |
| 19. Complexity of work Company (identified in #2) performed on referenced contract/project:   |  |
| 20. Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems (e.g., accident reports, notice of violations, settlement agreements, etc.): |  |
| 21. Identify previous contracts (for the company identified in #2) where penalties were paid as a result of replacement of key personnel and discuss the nature of the situation, including how much penalty was paid.        |  |

Note: The Offeror may amend the format for Attachment L-3, Past Performance and Experience Reference Information Form, as long as the exact information, font and size, and page limitations are followed.

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**ATTACHMENT L-4**  
**Past Performance Cover Letter and Questionnaire**

**Past Performance Cover Letter for \_\_\_\_\_**

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. DE-SOL-0009438, Waste Isolation Pilot Plant (WIPP) Transportation Services contract.

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten calendar days.

**YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:**

Email Address: [WippTransportation@emcbc.doe.gov](mailto:WippTransportation@emcbc.doe.gov)

If you are unable to scan and email a copy, it can be mailed to the following address:

United States Department of Energy  
Environmental Management Consolidated Business Center  
Office of Contracting, Attn: Mr. Ian Rexroad  
250 E 5<sup>th</sup> Street, Suite 500  
Cincinnati, OH 45202

If mailing, please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”  
“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

**REFERENCED CONTRACT AND CLIENT INFORMATION**

Name of Company Being Evaluated:

Contract Number and Title Being Evaluated:

Evaluator’s Name:

Evaluator’s Address:

Evaluator’s Phone:

Evaluator’s Organization:

Evaluator’s role in the management of the contract:

**A. RATING SCALE AND DEFINITIONS:**

| Rating         | Definition  | Note  |
|----------------|---|---|
| Exceptional    | Performance meets contractual requirements and exceeds many to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.   | To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant problems identified.  |
| Very Good      | Performance meets contractual requirements and exceeds some to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.   | To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.  |
| Satisfactory   | Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.  | To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant problems identified.<br><br>Note: The contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order. |
| Marginal       | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented. | To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).            |
| Unsatisfactory | Performance does not meet most contractual requirements and   | To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor  |

|  |  |   |
|--|--|---|
|  | recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective. | had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters). |
|--|--|---|

**C. ASSESSMENT AREAS:**

**1. Quality of Product or Service**

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the contractor deliverables? What was the quality level of the contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

|                       |                       |                       |                       |                       |                       |                       |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <input type="radio"/> |
| Exceptional           | Very Good             | Satisfactory          | Marginal              | Unsatisfactory        | Not Applicable        | Do Not Know           |

Supporting Narrative:

**2. Schedule Compliance**

Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within their control?

|                       |                       |                       |                       |                       |                       |                       |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <input type="radio"/> |
| Exceptional           | Very Good             | Satisfactory          | Marginal              | Unsatisfactory        | Not Applicable        | Do Not Know           |

Supporting Narrative:

**3. Cost Control**

Example: How well did the Contractor control its costs?

|                       |                       |                       |                       |                       |                       |                       |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <input type="radio"/> |
| Exceptional           | Very Good             | Satisfactory          | Marginal              | Unsatisfactory        | Not Applicable        | Do Not Know           |

Supporting Narrative:

**4. Business Relations**

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? If given the choice, would you select this contractor again to perform your required services?

|                       |                       |                       |                       |                       |                       |                       |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <input type="radio"/> |
| Exceptional           | Very Good             | Satisfactory          | Marginal              | Unsatisfactory        | Not Applicable        | Do Not Know           |

Supporting Narrative:

**5. Management of Key Personnel/Staffing**

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

|                       |                       |                       |                       |                       |                       |                       |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <input type="radio"/> |
| Exceptional           | Very Good             | Satisfactory          | Marginal              | Unsatisfactory        | Not Applicable        | Do Not Know           |

Supporting Narrative:

For any rating(s) less than satisfactory, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

**Additional Comments:**

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**ATTACHMENT L-5**  
**List of Contracts Terminated For Default or Convenience**

| <u>Client Name</u> | <u>Contract #</u> | <u>Client Point of Contact (POC)</u> | <u>POC Contact Info (address, phone, e-mail)</u> | <u>Performance Period</u> |
|--------------------|-------------------|--------------------------------------|--|---------------------------|
|                    |                   |                                      |  |                           |
|                    |                   |                                      |  |                           |
|                    |                   |                                      |  |                           |
|                    |                   |                                      |  |                           |
|                    |                   |                                      |  |                           |

Note: Information shall only be provided for contracts terminated within the preceding five years from the due date for proposals. [Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience.](#)

**ATTACHMENT L-6**  
**Cost/Price Proposal Worksheets (Attached)**

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**ATTACHMENT L-7**  
**Offeror's Proposed Accounting System Information**

1. Is the proposed accounting system in accord with generally accepted accounting principles applicable in the circumstances? Explain.

2. Does the proposed accounting system provide for:

a. Proper segregation of direct costs from indirect costs? Explain.

b. Identification and accumulation of direct costs by contract? Explain.

c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Explain.

d. Accumulation of costs under general ledger control? Explain.

e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives? Explain.

f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Explain.

g. Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account? Explain.

h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions? Explain.

i. Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract? Explain.

j. Segregation of preproduction costs from production costs? Explain.

3. Does the proposed Accounting System provide financial information:

a. Required by contract clauses concerning limitation of cost (FAR 52.232-20 and 21) or limitation on payments (FAR 52.216-16)? Explain.

b. Required to support requests for progress payments? Explain.

4. Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Explain.

5. Is the accounting system currently in full operation? If not, describe which portions are: (1) in operation; (2) set up, but not yet in operation; (3) anticipated; or (4) nonexistent.

**ATTACHMENT L-8**  
**MCEP Initial Evaluation Forms**

*(Appendices 1, 2 and 3 from the “Motor Carrier Evaluation Program Implementation Plan and Procedures” document)*

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**Appendix 1 – Carrier Profile Form**

| Carrier Profile Form, Part 1                  |   |                          |                           |                              |  |   |                          |                          |                               |  |
|---|---|--------------------------|---------------------------|------------------------------|--|---|--------------------------|--------------------------|-------------------------------|--|
| CORPORATE INFORMATION                         |   |                          |                           |                              |  |   |                          |                          |                               |  |
| SCAC  |   | Full Name                |                           |                              |  | DBA   |                          |                          |                               |  |
| USDOT No.                                     |   | MC No.                   |                           | Dun & Bradstreet No.         |  | DOT Safety Rating   |                          |                          |                               |  |
| MCEP  | <input type="checkbox"/>  | Cleared Drivers          | <input type="checkbox"/>  | Teams Only                   | <input type="checkbox"/>                 | Corporate URL   |                          |                          |                               |  |
| Main Phone                                    |   | Main Fax                 |                           | SmartWay Partnership Carrier |  | <input type="checkbox"/>  | DOE Tendered             | <input type="checkbox"/> |                               |  |
| Main Address                                  |   |                          |                           | Mailing Address              |  |   |                          |                          |                               |  |
| BUSINESS TYPE                                 |   |                          |                           |                              |  |   |                          |                          |                               |  |
| (Enter an "X" to signify a positive response) |   |                          |                           |                              |  |   |                          |                          |                               |  |
| <input type="checkbox"/>                      | Competitive 8(a)  |                          |                           | <input type="checkbox"/>     | Emerging Small Business                  |   |                          | <input type="checkbox"/> | Economically Disadvantaged    |  |
| <input type="checkbox"/>                      | Women Owned Small Business  |                          |                           | <input type="checkbox"/>     | Historically Underutilized Business Zone |   |                          | <input type="checkbox"/> | Partial Small Business        |  |
| <input type="checkbox"/>                      | Service-Disabled Veteran-Owned Small Business                         |                          |                           | <input type="checkbox"/>     | Total Small Business                     |   |                          | <input type="checkbox"/> | Veteran-Owned Small Business  |  |
| <input type="checkbox"/>                      | Partial Historically Black College or University/Minority Institution |                          |                           |                              | <input type="checkbox"/>                 | Total Historically Black College or University/Minority Institution |                          |                          |                               |  |
| MOTOR CARRIER TYPE                            |   |                          |                           |                              |  |   |                          |                          |                               |  |
| <input type="checkbox"/>                      | Interstate Carrier  | <input type="checkbox"/> | Intrastate HazMat Carrier |                              | <input type="checkbox"/>                 | Interstate HazMat Carrier   |                          | <input type="checkbox"/> | Intrastate Non-HazMat Carrier |  |
| MOTOR CARRIER OPERATION                       |   |                          |                           |                              |  |   |                          |                          |                               |  |
| <input type="checkbox"/>                      | Authorized For-Hire   |                          |                           |                              | <input type="checkbox"/>                 | Exempt For-Hire   |                          | <input type="checkbox"/> | Contract Carrier              |  |
| MOTOR CARRIER SERVICE CLASSIFICATION          |   |                          |                           |                              |  |   |                          |                          |                               |  |
| <input type="checkbox"/>                      | National  | <input type="checkbox"/> | Local                     | <input type="checkbox"/>     | Super Regional                           |   | <input type="checkbox"/> | On-site                  |                               |  |
| <input type="checkbox"/>                      | Regional  | <input type="checkbox"/> | Truckload (TL)            |                              | <input type="checkbox"/>                 | Less Than Truckload (LTL)   |                          |                          |                               |  |

| Carrier Profile Form, Part 1   |   |   |  |                |  |         |                                |                |                     |                  |          |
|--|---|---|--|----------------|--|---------|--------------------------------|----------------|---------------------|------------------|----------|
| CORPORATE INFORMATION  |   |   |  |                |  |         |                                |                |                     |                  |          |
| MOTOR CARRIER CARGO CLASSIFICATION<br>(Responses should match current MCS-150.)                  |   |   |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> General Freight   | <input type="checkbox"/> Household Goods            | <input type="checkbox"/> Metal; Sheets, Coils, Rolls    |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Motor Vehicles  | <input type="checkbox"/> Drive Away/Towaway         | <input type="checkbox"/> Logs, Poles, Beams, Lumber     |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Building Materials  | <input type="checkbox"/> Mobile Homes               | <input type="checkbox"/> Fresh Produce                  |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Liquids/Gases   | <input type="checkbox"/> Intermodal Containers      | <input type="checkbox"/> Passengers                     |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Oil Field Equipment   | <input type="checkbox"/> Livestock                  | <input type="checkbox"/> Grain, Feed, Hay               |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Coal, Coke  | <input type="checkbox"/> Meat                       | <input type="checkbox"/> Garbage, Refuse, Trash         |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> U.S. Mail   | <input type="checkbox"/> Chemicals                  | <input type="checkbox"/> Commodities Dry Bulk           |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Refrigerated Food   | <input type="checkbox"/> Beverages                  | <input type="checkbox"/> Paper Products                 |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Utility   | <input type="checkbox"/> Farm Supplies              | <input type="checkbox"/> Construction                   |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Water Well  | <input type="checkbox"/> Machinery, Large Objects   |   |  |                |  |         |                                |                |                     |                  |          |
| MOTOR CARRIER SERVICES PROVIDED  |   |   |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Team Drivers  | <input type="checkbox"/> Satellite Tracking         | <input type="checkbox"/> Phone in Service               |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Constant Surveillance   | <input type="checkbox"/> Signature Security Service | <input type="checkbox"/> Temperature-Controlled Service |  |                |  |         |                                |                |                     |                  |          |
| <input type="checkbox"/> Tarping   | <input type="checkbox"/> Other                      |   |  |                |  |         |                                |                |                     |                  |          |
| CURRENT FMCSA COMPLIANCE, SAFETY, ACCOUNTABILITY BASIC SCORES                                    |   |   |  |                |  |         |                                |                |                     |                  |          |
| As of [MM YYYY]: _____   |   |   |  |                |  |         |                                |                |                     |                  |          |
| Unsafe Driving   |   | Hours of Service  |  | Driver Fitness |  |         | Controlled Substance & Alcohol |                | Vehicle Maintenance |                  |          |
| 24-Month Inspection Totals   |   | Total   |  | Driver         |  | Vehicle |                                | HazMat Placard |                     | HazMat Placard % |          |
| 24-Month Crash Totals  |   | Total   |  | Injury/Fatal   |  |         | Fatal                          |                | Injury              |                  | Tow-away |
| HISTORICAL DATA<br>(Enter the number of shipments transported for DOE contractors for each year) |   |   |  |                |  |         |                                |                |                     |                  |          |

| Carrier Profile Form, Part 1  |                      |            |                   |          |  |                 |                              |          |               |  |
|---|----------------------|------------|-------------------|----------|--|-----------------|------------------------------|----------|---------------|--|
| CORPORATE INFORMATION   |                      |            |                   |          |  |                 |                              |          |               |  |
| Reporting Year  | Total Miles Traveled |            | Shipments of HRCQ |          | Shipments of Truckload Radioactive Materials |                 | Shipments of Hazardous Waste |          |               |  |
|   | On site              | Off Site   | On site           | Off Site | On site                                      | Off Site        | On site                      | Off Site |               |  |
|   |                      |            |                   |          |  |                 |                              |          |               |  |
|   |                      |            |                   |          |  |                 |                              |          |               |  |
|   |                      |            |                   |          |  |                 |                              |          |               |  |
| HUMAN CAPITAL<br>(Enter the number of employees that best describes your operations.) |                      |            |                   |          |  |                 |                              |          |               |  |
| Drivers Employed  | Union                |            | Non-Union         |          | Owner/Operators                              |                 | CDL Drivers                  |          | Total Drivers |  |
| Security Clearances   | DOE L                |            | DOE Q             |          | DOD Top Secret                               |                 | Other DOD Clearances         |          |               |  |
| FINANCIAL RESPONSIBILITY  |                      |            |                   |          |  |                 |                              |          |               |  |
| Insurance Coverage  |                      |            | Operating Ratio   |          | Current Financial Environment                |                 |                              |          |               |  |
| Type  | Limit                | Expiration | Year              | Ratio    | Is Carrier Restructuring?                    |                 | <input type="checkbox"/> Yes |          |               |  |
| General Liability   |                      |            |                   |          | Is Carrier Filing for Bankruptcy?            |                 | <input type="checkbox"/> Yes |          |               |  |
| Cargo Liability   |                      |            |                   |          | Is Carrier Merging?                          |                 | <input type="checkbox"/> Yes |          |               |  |
| Excess Liability  |                      |            | MCEP              |          | Current Assets-To-Liabilities Ratio          |                 |                              |          |               |  |
| Total Coverage  |                      |            |                   |          |  |                 |                              |          |               |  |
| REGISTRATIONS/PERMITS/CERTIFICATES  |                      |            |                   |          |  |                 |                              |          |               |  |
| Description   |                      |            | Document Number   |          |  | Expiration Date |                              |          |               |  |
| PHMSA Registration  |                      |            |                   |          |  |                 |                              |          |               |  |
| EPA Transporter Identification Number   |                      |            |                   |          |  |                 |                              |          |               |  |
| FMCSA Hazardous Materials Safety Permit   |                      |            |                   |          |  |                 |                              |          |               |  |
| Texas LLRW Transporter Registration   |                      |            |                   |          |  |                 |                              |          |               |  |



| Carrier Profile Form, Part 2  |  |  |
|---|--|--|
| HAZARDOUS MATERIAL TYPES TRANSPORTED BY CARRIER (Enter an "X" to signify that carrier transports the material.)                           |  |  |
| Class 1 Explosives  | Class 3 Flammable & Combustible Liquids                              | Class 6 Toxic Materials  |
| <input type="checkbox"/> Division 1.1   | <input type="checkbox"/> Class 3 Flammable Liquids                   | <input type="checkbox"/> Division 6.1 (Poison Liquid PIH Zone A) |
| <input type="checkbox"/> Division 1.2   | <input type="checkbox"/> Class 3 Flammable Liquids (also PIH Zone A) | <input type="checkbox"/> Division 6.1 (Poison Liquid PIH Zone B) |
| <input type="checkbox"/> Division 1.3   | <input type="checkbox"/> Class 3 Flammable Liquids (also PIH Zone B) | <input type="checkbox"/> Division 6.1, Poison                    |
| <input type="checkbox"/> Division 1.4   | <input type="checkbox"/> Class 3 Flammable Liquids (also PIH Zone C) | <input type="checkbox"/> Division 6.1, Solid                     |
| <input type="checkbox"/> Division 1.5   | <input type="checkbox"/> Combustible Liquids                         | <input type="checkbox"/> Division 6.2                            |
| <input type="checkbox"/> Division 1.6   |  |  |
| Class 2 Gases   | Class 4 Flammable Solids   | Class 8 Corrosive Material                                       |
| <input type="checkbox"/> Division 2.1 (Flammable Gas)   | <input type="checkbox"/> Division 4.1                                | <input type="checkbox"/> Class 8 Corrosive                       |
| <input type="checkbox"/> Division 2.1 (LPG)   | <input type="checkbox"/> Division 4.2                                | <input type="checkbox"/> Class 8 (also PIH Zone A)               |
| <input type="checkbox"/> Division 2.1 (Methane)   | <input type="checkbox"/> Division 4.3                                | <input type="checkbox"/> Class 8 (also PIH Zone B)               |
| <input type="checkbox"/> Division 2.2   | Class 5 Oxidizers  | Class 9 Miscellaneous Hazardous Materials                        |
| <input type="checkbox"/> Division 2.2D (Ammonia)  | <input type="checkbox"/> Division 5.1                                | <input type="checkbox"/> Class 9                                 |
| <input type="checkbox"/> Division 2.3 PIH Zone A  | <input type="checkbox"/> Division 5.2                                |  |
| <input type="checkbox"/> Division 2.3 PIH Zone B  |  |  |
| <input type="checkbox"/> Division 2.3 PIH Zone C  |  |  |
| <input type="checkbox"/> Division 2.3 PIH Zone D  |  |  |
| MISCELLANEOUS MATERIALS/TYPES TRANSPORTED (Enter an "X" to signify that carrier transports the material.)                                 |  |  |
| <input type="checkbox"/> Infectious Waste   | <input type="checkbox"/> Marine Pollutants                           | <input type="checkbox"/> Hazardous Substances (RQ)               |
| <input type="checkbox"/> Polychlorinated Biphenyls(PCBs)  | <input type="checkbox"/> EPA UHWM quantity of hazardous waste (MCEP) | <input type="checkbox"/> Elevated Temperature Materials          |
| MATERIALS REQUIRING PERMITS/REGISTRATIONS OR MCEP LISTING (Enter an "X" to signify that carrier transports the material.)                 |  |  |
| <input type="checkbox"/> >55 pounds of a Division 1.1, 1.2, or 1.3 material in a motor vehicle (PHMSA Registration & FMCSA Safety Permit) |  |  |
| Division 1.1, 1.2. & 1.3 materials, transported in bulk (\$5,000,000 Liability)   |  |  |
| <input type="checkbox"/> An amount of a Division 1.5 material requiring placarding (FMCSA Safety Permit)                                  |  |  |

| Carrier Profile Form, Part 2  |   |
|---|---|
| <input type="checkbox"/>  | A shipment of compressed or refrigerated liquefied methane or liquefied natural gas, or other liquefied gas with a methane content of at least 85 percent, in a bulk packaging having a capacity equal to or greater than 13,248 L (3,500) gallons <b>(FMCSA Safety Permit)</b> |
| <input type="checkbox"/>  | >1L (1.06 quarts) per package of a poison inhalation hazard, Zone A <b>(PHMSA Registration &amp; FMCSA Safety Permit)</b>   |
| <input type="checkbox"/>  | A poison inhalation hazard, Zone C, or Zone D in a packaging having a capacity equal to or greater than 13,248 L (3,500) gallons <b>(FMCSA Safety Permit)</b>   |
| <input type="checkbox"/>  | A poison inhalation hazard, Zone B in a bulk packaging (capacity greater than 450 L [119 gallons]) <b>(FMCA Safety Permit)</b>  |
| <input type="checkbox"/>  | A quantity of hazardous material that requires placarding <b>(PHMSA Registration)</b>   |
| <input type="checkbox"/>  | A shipment of a quantity of hazardous materials in a bulk packaging having a capacity equal to or greater than 13,248 L (3,500 gallons) for liquids or gases or more than 13.24 cubic meters (468 cubic feet) for solids <b>(PHMSA Registration)</b>                            |
| <input type="checkbox"/>  | A shipment in other than a bulk packaging of 2,268 kg (5,000 pounds) gross weight or more of one class of hazardous materials for which placarding of a vehicle is required for that class <b>(PHMSA Registration)</b>  |
| <b>CLASS 7 RADIOACTIVE MATERIAL PROPER SHIPPING NAMES TRANSPORTED BY CARRIER (Enter an "X" to signify that carrier transports the material)</b> |   |
| <input type="checkbox"/>  | UN2908 Radioactive material, Excepted Package – Empty Packaging   |
| <input type="checkbox"/>  | UN2909 Radioactive material, Excepted Package – Articles Manufactured from Natural Thorium, Natural Uranium, or Depleted Uranium  |
| <input type="checkbox"/>  | UN2910 Radioactive material, Excepted Package – Limited Quantity of Material  |
| <input type="checkbox"/>  | UN2911 Radioactive material, Excepted Package– Instruments or Articles  |
| <input type="checkbox"/>  | UN2912 Radioactive material, low specific activity (LSA-I) non-fissile or fissile-excepted  |
| <input type="checkbox"/>  | UN2913 Radioactive material, low surface contaminated objects (SCO-I) or (SCO-II) non-fissile or fissile-excepted   |
| <input type="checkbox"/>  | UN3321 Radioactive material, low specific activity (LSA-II) non-fissile or fissile-excepted   |
| <input type="checkbox"/>  | UN3322 Radioactive material, low specific activity (LSA-III) non-fissile or fissile-excepted  |
| <input type="checkbox"/>  | UN2915 Radioactive material, type A package non-special form, non-fissile or fissile-excepted   |
| <input type="checkbox"/>  | UN3327 Radioactive material, type A package, fissile non-special form   |
| <input type="checkbox"/>  | UN3332 Radioactive material, type A package, special form non-fissile or fissile-excepted   |
| <input type="checkbox"/>  | UN3333 Radioactive material, type A package, special form, fissile  |
| <input type="checkbox"/>  | UN2916 Radioactive material, type B(U) package non-fissile or fissile-excepted  |

| Carrier Profile Form, Part 2  |  |
|---|--|
| <input type="checkbox"/>  | UN2917 Radioactive material, type B(M) package non-fissile or fissile-excepted                                     |
| <input type="checkbox"/>  | UN3328 Radioactive material, type B(U) package, fissile  |
| <input type="checkbox"/>  | UN3329 Radioactive material, type B(M) package, fissile  |
| <input type="checkbox"/>  | UN2977 Radioactive material, uranium hexafluoride, fissile   |
| <input type="checkbox"/>  | UN2978 Radioactive material, uranium hexafluoride non-fissile or fissile-excepted                                  |
| <input type="checkbox"/>  | UN2919 Radioactive material, transported under special arrangement non-fissile or fissile-excepted                 |
| <input type="checkbox"/>  | UN3331 Radioactive material, transported under special arrangement, fissile  |
| <b>CLASS 7 RADIOACTIVE MATERIAL WASTE TYPES TRANSPORTED (Enter an "X" to signify that carrier transports the material.)</b> |  |
| <input type="checkbox"/>  | Low Level Waste  |
| <input type="checkbox"/>  | Mixed (hazardous/radioactive) Waste  |
| <input type="checkbox"/>  | High Level Waste   |
| <input type="checkbox"/>  | Transuranic Waste (TRU)  |
| <b>CLASS 7 RADIOACTIVE MATERIAL TYPES TRANSPORTED (Enter an "X" to signify that carrier transports the material.)</b>       |  |
| <input type="checkbox"/>  | A highway route-controlled quantity of a Class 7 (radioactive) material (PHMSA Registration & FMCSA Safety Permit) |
| <input type="checkbox"/>  | Spent Reactor Fuel   |
| <input type="checkbox"/>  | Yellow III Label   |
| <input type="checkbox"/>  | Truckload quantities of radioactive materials (MCEP)   |

| Carrier Profile Form, Part 3  |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
|---|--------------------------|--------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|--------------------------|--------------------------|
| AVAILABLE CARRIER EQUIPMENT TYPES   |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.       |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
| Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
| FLAT BED  |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
| Wood Floor  | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | Metal Floor                  | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | Combo Floor                  | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | w/2<br>Strips            | w/4<br>Strips            |
| 40' Air-Ride,<br>Wood   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride,<br>Metal Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride,<br>Combo Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |

| Carrier Profile Form, Part 3  |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| AVAILABLE CARRIER EQUIPMENT TYPES   |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.       |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
| Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
| Floor   |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
| 40' Spring-Ride, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40' Spring-Ride, Metal Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40' Spring-Ride, Combo Floor | <input type="checkbox"/> |
| 45' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Air-Ride, Combo Floor    | <input type="checkbox"/> |
| 45' Spring, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Spring, Combo Floor      | <input type="checkbox"/> |
| 48' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Air-Ride, Combo Floor    | <input type="checkbox"/> |
| 48' Spring, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Spring, Combo Floor      | <input type="checkbox"/> |
| 53' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Air-Ride, Combo Floor    | <input type="checkbox"/> |
| 53' Spring, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Spring, Combo Floor      | <input type="checkbox"/> |

| Carrier Profile Form, Part 3  |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
|---|--------------------------|--------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|--------------------------|--------------------------|
| AVAILABLE CARRIER EQUIPMENT TYPES   |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.       |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
| Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
| SINGLE DROP (STEP) DECK   |                          |                          |                             |                             |                              |                          |                          |                             |                             |                              |                          |                          |                             |                             |                          |                          |
| Wood Floor  | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | Metal Floor                  | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | Combo Floor                  | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | w/<br>2<br>Strips        | w/<br>4<br>Strips        |
| 40' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride, Combo Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 40' Spring-Ride, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Spring-Ride, Metal Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Spring-Ride, Combo Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Air-Ride, Combo Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Spring, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Spring, Combo Floor      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Air-Ride, Combo Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Spring, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Spring, Combo Floor      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |

| Carrier Profile Form, Part 3  |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| AVAILABLE CARRIER EQUIPMENT TYPES   |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.       |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
| Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
| 53' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Air-Ride, Combo Floor    | <input type="checkbox"/> |
| 53' Spring, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Spring, Combo Floor      | <input type="checkbox"/> |
| DOUBLE DROP DECK (AKA LOWBOY OR RGN)  |                          |                          |                          |                          |                              |                          |                          |                          |                          |                              |                          |                          |                          |                          |                          |                          |
| Wood Floor  | Yes                      | w/ Stake Sides           | w/ 1 ISO Set Locks       | w/ 2 ISO Set Locks       | Metal Floor                  | Yes                      | w/ Stake Sides           | w/ 1 ISO Set Locks       | w/ 2 ISO Set Locks       | Combo Floor                  | Yes                      | w/ Stake Sides           | w/ 1 ISO Set Locks       | w/ 2 ISO Set Locks       | w/ 2 Strips              | w/ 4 Strips              |
| 40' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40' Air-Ride, Combo Floor    | <input type="checkbox"/> |
| 40' Spring-Ride, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40' Spring-Ride, Metal Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40' Spring-Ride, Combo Floor | <input type="checkbox"/> |
| 45' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Air-Ride, Combo Floor    | <input type="checkbox"/> |
| 45' Spring, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Spring, Combo Floor      | <input type="checkbox"/> |

| Carrier Profile Form, Part 3  |                          |                          |                          |                          |                           |                          |                          |                          |                          |                           |                          |                          |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| AVAILABLE CARRIER EQUIPMENT TYPES   |                          |                          |                          |                          |                           |                          |                          |                          |                          |                           |                          |                          |                          |                          |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.       |                          |                          |                          |                          |                           |                          |                          |                          |                          |                           |                          |                          |                          |                          |                          |                          |
| Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                          |                          |                          |                           |                          |                          |                          |                          |                           |                          |                          |                          |                          |                          |                          |
| 48' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Air-Ride, Metal Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Air-Ride, Combo Floor | <input type="checkbox"/> |
| 48' Spring, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Spring, Metal Floor   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Spring, Combo Floor   | <input type="checkbox"/> |
| 53' Air-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Air-Ride, Metal Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Air-Ride, Combo Floor | <input type="checkbox"/> |
| 53' Spring, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Spring, Metal Floor   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Spring, Combo Floor   | <input type="checkbox"/> |

| Carrier Profile Form, Part 4   |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
|--|--------------------------|--------------------------|-----------------------------|-----------------------------|-------------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|-------------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|--------------------------|--------------------------|
| AVAILABLE CARRIER EQUIPMENT TYPES  |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.<br>Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
| CONESTOGA FLAT BED   |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
| Wood Floor   | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | Metal Floor                         | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | Combo Floor                         | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | w/<br>2<br>Strips        | w/<br>4<br>Strips        |
| 40' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 40' Spring-<br>Ride, Wood<br>Floor   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Spring-<br>Ride, Metal<br>Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Spring-<br>Ride, Combo<br>Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |

| <b>Carrier Profile Form, Part 4</b>  |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
|--|--------------------------|--------------------------|-----------------------------|-----------------------------|-------------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|-------------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|--------------------------|--------------------------|
| <b>AVAILABLE CARRIER EQUIPMENT TYPES</b>   |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.<br>Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
| <b>CONESTOGA SINGLE DROP (STEP) DECK</b>   |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
| <b>Wood Floor</b>  | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | <b>Metal Floor</b>                  | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | <b>Combo Floor</b>                  | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | w/<br>2<br>Strips        | w/<br>4<br>Strips        |
| 40' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 40' Spring-<br>Ride, Wood<br>Floor   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Spring-<br>Ride, Metal<br>Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Spring-<br>Ride, Combo<br>Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |

| Carrier Profile Form, Part 4   |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
|--|--------------------------|--------------------------|-----------------------------|-----------------------------|-------------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|-------------------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|--------------------------|--------------------------|
| AVAILABLE CARRIER EQUIPMENT TYPES  |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.<br>Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
| CONESTOGA DOUBLE DROP DECK   |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                                     |                          |                          |                             |                             |                          |                          |
| Wood Floor   | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | Metal Floor                         | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | Combo Floor                         | Yes                      | w/<br>Stake<br>Sides     | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | w/<br>2<br>Strips        | w/<br>4<br>Strips        |
| 40' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 40' Spring-<br>Ride, Wood<br>Floor   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Spring-<br>Ride, Metal<br>Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Spring-<br>Ride, Combo<br>Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> |

| Carrier Profile Form, Part 5   |                          |                            |                          |                            |                          |                              |                          |                            |                          |                            |                          |                          |
|--|--------------------------|----------------------------|--------------------------|----------------------------|--------------------------|------------------------------|--------------------------|----------------------------|--------------------------|----------------------------|--------------------------|--------------------------|
| AVAILABLE CARRIER EQUIPMENT TYPES  |                          |                            |                          |                            |                          |                              |                          |                            |                          |                            |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.<br>Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                            |                          |                            |                          |                              |                          |                            |                          |                            |                          |                          |
| DRY VAN  |                          |                            |                          |                            |                          |                              |                          |                            |                          |                            |                          |                          |
| Wood Floor   | Yes                      | w/2" e-track < Full Length | w/2" e-track Full Length | w/4" e-track < Full Length | w/4" e-track Full Length | Metal Floor                  | Yes                      | w/2" e-track < Full Length | w/2" e-track Full Length | w/4" e-track < Full Length | w/4" e-track Full Length | Refrigerated             |
| 40' Air-Ride, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 40' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 40' Spring-Ride, Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 40' Spring-Ride, Metal Floor | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Air-Ride, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 45' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Spring, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 45' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Air-Ride, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 48' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Spring, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 48' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Air-Ride, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 53' Air-Ride, Metal Floor    | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Spring, Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 53' Spring, Metal Floor      | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |

| Carrier Profile Form, Part 5   |                          |                            |                          |                            |                          |                            |                          |                            |                          |                            |                          |  |
|--|--------------------------|----------------------------|--------------------------|----------------------------|--------------------------|----------------------------|--------------------------|----------------------------|--------------------------|----------------------------|--------------------------|--|
| AVAILABLE CARRIER EQUIPMENT TYPES  |                          |                            |                          |                            |                          |                            |                          |                            |                          |                            |                          |  |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.<br>Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                            |                          |                            |                          |                            |                          |                            |                          |                            |                          |  |
| DRY VAN  |                          |                            |                          |                            |                          |                            |                          |                            |                          |                            |                          |  |
| Combo Floor  | Yes                      | w/2" e-track < Full Length | w/2" e-track Full Length | w/4" e-track < Full Length | w/4" e-track Full Length | Pan Floor                  | Yes                      | w/2" e-track < Full Length | w/2" e-track Full Length | w/4" e-track < Full Length | w/4" e-track Full Length |  |
| 40' Air-Ride, Combo Floor  | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 40' Air-Ride, Pan Floor    | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> |  |
| 40' Spring-Ride, Combo Floor   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 40' Spring-Ride, Pan Floor | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> |  |
| 45' Air-Ride, Combo Floor  | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 45' Air-Ride, Pan Floor    | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> |  |
| 45' Spring, Combo Floor  | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 45' Spring, Pan Floor      | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> |  |
| 48' Air-Ride, Combo Floor  | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 48' Air-Ride, Pan Floor    | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> |  |
| 48' Spring, Combo Floor  | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 48' Spring, Pan Floor      | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> |  |
| 53' Air-Ride, Combo Floor  | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 53' Air-Ride, Pan Floor    | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> |  |
| 53' Spring, Combo Floor  | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | 53' Spring, Pan Floor      | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> |  |

| Carrier Profile Form, Part 5   |                          |                             |                             |                                     |                          |                          |                          |                                     |                          |                          |                          |
|--|--------------------------|-----------------------------|-----------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| AVAILABLE CARRIER EQUIPMENT TYPES  |                          |                             |                             |                                     |                          |                          |                          |                                     |                          |                          |                          |
| Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.<br>Enter an "X" in column for any additional configurations of the equipment that you have in inventory. |                          |                             |                             |                                     |                          |                          |                          |                                     |                          |                          |                          |
| CURTAINSIDE VAN  |                          |                             |                             |                                     |                          |                          |                          |                                     |                          |                          |                          |
| Wood Floor   | Yes                      | w/<br>1 ISO<br>Set<br>Locks | w/<br>2 ISO<br>Set<br>Locks | Metal Floor                         | Yes                      | w/<br>1 ISO Set<br>Locks | w/<br>2 ISO Set<br>Locks | Combo Floor                         | Yes                      | w/<br>1 ISO Set<br>Locks | w/<br>2 ISO Set<br>Locks |
| 40' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 40' Spring-<br>Ride,<br>Wood Floor   | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 40' Spring-<br>Ride, Metal<br>Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40' Spring-<br>Ride, Combo<br>Floor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 45' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 45' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 48' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 48' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Air-Ride,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Air-Ride,<br>Metal Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Air-Ride,<br>Combo Floor        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 53' Spring,<br>Wood Floor  | <input type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>    | 53' Spring,<br>Metal Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53' Spring,<br>Combo Floor          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|  |                          |                             |                             |                                     |                          |                          |                          |                                     |                          |                          |                          |

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| <b>Carrier Profile Form, Part 6</b>  |                          |                                       |                          |   |                          |
|--|--------------------------|---------------------------------------|--------------------------|---|--------------------------|
| <b>AVAILABLE CARRIER EQUIPMENT TYPES</b>   |                          |                                       |                          |   |                          |
| <b>Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.</b> |                          |                                       |                          |   |                          |
| <b>SPECIALIZED EQUIPMENT</b>   |                          |                                       |                          |   |                          |
| <b>Specialized Trucks</b>  | <b>Yes</b>               | <b>Specialized Trailers</b>           | <b>Yes</b>               | <b>Material Handling</b>                  | <b>Yes</b>               |
| Box Van, 12–21 ft  | <input type="checkbox"/> | Cargo Tank Trailer, Non-Specification | <input type="checkbox"/> | Forklift, < 10K                           | <input type="checkbox"/> |
| Box Van, >21 ft  | <input type="checkbox"/> | Cargo Tank Trailer, Specification     | <input type="checkbox"/> | Forklift, 10K–20K                         | <input type="checkbox"/> |
| Cargo Van  | <input type="checkbox"/> | Cylinder Rail Truck                   | <input type="checkbox"/> | Forklift, >20K                            | <input type="checkbox"/> |
| Dump Truck, Side   | <input type="checkbox"/> | Dry Bulk Hopper Trailer               | <input type="checkbox"/> | Freight (Sealand) Containers, Top Opening | <input type="checkbox"/> |
| Dump Truck, Bottom   | <input type="checkbox"/> | Intermodal Chassis, 1-container       | <input type="checkbox"/> | Freight (Sealand) Containers, End Opening | <input type="checkbox"/> |
| Dump Truck, End  | <input type="checkbox"/> | Intermodal Chassis, 2-container       | <input type="checkbox"/> | Intermodal Container, Open Top            | <input type="checkbox"/> |
| Pickup Truck, ½-Ton  | <input type="checkbox"/> | Hot Shot Trailer                      | <input type="checkbox"/> | Intermodal Container, Sliding Top Lid     | <input type="checkbox"/> |
| Pickup Truck, ¾ Ton  | <input type="checkbox"/> | RGN, Multi-Axle                       | <input type="checkbox"/> | Roll On/Roll Off Boxes                    | <input type="checkbox"/> |
| Pickup Truck, 1-Ton  | <input type="checkbox"/> | RGN, Expandable                       | <input type="checkbox"/> |   | <input type="checkbox"/> |
| Pickup Truck, 2-Ton  | <input type="checkbox"/> | Roll-Off, 1-Box                       | <input type="checkbox"/> |   | <input type="checkbox"/> |
| Straight Truck, Flatbed  | <input type="checkbox"/> | Roll-Off, 2-Box                       | <input type="checkbox"/> |   | <input type="checkbox"/> |
| Straight Truck, Flat, with Stake Sides   | <input type="checkbox"/> | Stretch Chassis                       | <input type="checkbox"/> |   | <input type="checkbox"/> |
| Straight Truck, Non-Specification Tank   | <input type="checkbox"/> | Vacuum                                | <input type="checkbox"/> |   | <input type="checkbox"/> |
| Straight Truck, Specification Tank   | <input type="checkbox"/> |                                       | <input type="checkbox"/> |   | <input type="checkbox"/> |
| Straight Truck, with Dromedary   | <input type="checkbox"/> |                                       | <input type="checkbox"/> |   | <input type="checkbox"/> |
| Straight Truck, Vacuum   | <input type="checkbox"/> |                                       | <input type="checkbox"/> |   | <input type="checkbox"/> |
| Straight Truck, Roll-Off, 1-Box  | <input type="checkbox"/> |                                       | <input type="checkbox"/> |   | <input type="checkbox"/> |
| Straight Truck, Roll-Off,  | <input type="checkbox"/> |                                       | <input type="checkbox"/> |   | <input type="checkbox"/> |

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|       |  |  |
|-------|--|--|
| 2-Box |  |  |
|-------|--|--|

| Carrier Profile Form, Part 7                     |  |   |
|--|--|---|
| EQUIPMENT INSTALLED SAFETY & SECURITY TECHNOLOGY |  |   |
| Enter an "X" to signify a positive response.     |  |   |
| Tractors   |  |   |
| <input type="checkbox"/> Satellite Tracking      | <input type="checkbox"/> Electronic On-board Recorders | <input type="checkbox"/> Hot Buttons        |
| <input type="checkbox"/> Coded Engine Starting   | <input type="checkbox"/> Driver Behavior               | <input type="checkbox"/> Other              |
| Trailers   |  |   |
| <input type="checkbox"/> Tampering Detection     | <input type="checkbox"/> Trailer Tethered/Untethered   | <input type="checkbox"/> Satellite Tracking |
| <input type="checkbox"/> Other:                  |  |   |

**CARRIER MUST PROVIDE DOE WITH APPROPRIATE OFFICIAL DOCUMENTS (LETTERS OF REGISTRATION, CERTIFICATES, ETC.) FOR ANY ITEMS THAT ARE HIGHLIGHTED ABOVE.**

**Appendix 2 – DOE Initial Evaluation Criteria**

All responses to the questions should be **YES** with the exception of question 7, which should be answered **NO**. If the answer to question 7 is **YES** and the bankruptcy is filed under Chapter 11, carrier eligibility will be determined on a case-by-case basis.

| <b>DOE Initial Evaluation Criteria, Part 1: Basic Information</b>   |                            |           |
|---|----------------------------|-----------|
| <b>DOE Evaluation Criteria</b>  | <b>Meets Requirements?</b> |           |
|   | <b>YES</b>                 | <b>NO</b> |
| <b>Initial Evaluation Process Step 1</b>  |                            |           |
| 1. Carrier must have a satisfactory safety rating (no new entrant carriers or carriers with a conditional or unsatisfactory rating).    |                            |           |
| All BASIC scores must be below the intervention thresholds:   |                            |           |
| a. Hours of Service   |                            |           |
| b. Driver Fitness   |                            |           |
| c. Controlled Substances and Alcohol  |                            |           |
| d. Vehicle Maintenance  |                            |           |
| e. Crash Indicator  |                            |           |
| f. Unsafe Driving   |                            |           |
| g. Hazardous Materials  |                            |           |
| <b>Initial Evaluation Process Step 2</b>  |                            |           |
| 2. USDOT identification number (Number)<br>_____  |                            |           |
| 3. PHMSA HazMat registration number (Number)<br>_____   |                            |           |
| 4. EPA Registration number (if applicable) (Number)<br>_____  |                            |           |
| 5. Correct amount of liability insurance coverage for the volume and types of commodities transported                                   |                            |           |
| 6. Copy of completed MCS-90 and Accord form   |                            |           |
| 7. Has the carrier filed a bankruptcy petition within the past 12 months (desirable status is NO)?                                      |                            |           |
| 8. Copy of Completed Carrier Profile, Carrier Questionnaire and all items on List of Requested Documents, as applicable to the carrier. |                            |           |
| 9. Capable of passing CVSA Level I inspection (based on Maintenance records)  |                            |           |

| DOE Initial Evaluation Criteria, Part 1: Basic Information |                     |    |
|--|---------------------|----|
| DOE Evaluation Criteria                                    | Meets Requirements? |    |
|  | YES                 | NO |
| 10. DOT HazMat Safety Permit (If applicable)               |                     |    |

| DOE Initial Evaluation Criteria, Part 2: Evaluation Questions   |                |
|---|----------------|
| 1. Is the carrier a party to any pending or enforcement activities by regulatory agencies? (i.e., DOT, EPA, OSHA, State or Local governments, etc.) |                |
| [ ] No [ ] Yes, explain:  |                |
| <b>Carrier Safety</b>   |                |
| 2. Where and how does the carrier maintain records of accidents to meet the requirements of 49 CFR 390.15?  |                |
| 3. Does the carrier maintain a review board to investigate accidents?   |                |
| [ ] No [ ] Yes (title of board members):  |                |
| 4. Does the carrier maintain a review board to ascertain the preventability of accidents or incidents?  |                |
| [ ] No [ ] Yes (title of board members):  |                |
| 5. Does the carrier have a Safety Department/Organization?  | [ ] Yes [ ] No |
| 6. Name and title of persons responsible for compliance in the following areas:   |                |
| EPA:  |                |
| FMCSR:  |                |
| HMR:  |                |
| Training:   |                |
| Risk Management:  |                |

| DOE Initial Evaluation Criteria, Part 2: Evaluation Questions  |  |
|--|--|
| Fleet Maintenance:   |  |
| Drug and Alcohol Program:  |  |
| 7. Are current copies (as applicable) of 10 CFR, 29 CFR, 40 CFR, and 49 CFR available to employees of the carrier?                                   |  |
| [ ] No [ ] Yes, format:  |  |
| 8. What is the frequency of regularly scheduled safety meetings?   |  |
| [ ] Weekly [ ] Monthly [ ] Semiannually [ ] Other  |  |
| 9. What system is used to document a driver's participation in the regularly scheduled safety meetings?  |  |
| Emergency Response and Spill Prevention and Control  |  |
| 10. Does the carrier maintain a capability to respond to emergency situations while trailers, loaded with hazardous materials, are enroute?          |  |
| [ ] In-house capability [ ] Third-party capability (with whom):  |  |
| 11. How does the carrier verify appropriate emergency response information is accompanying all hazardous material shipments (49 CFR 172.602)?        |  |
| 12. Has the carrier developed written procedures for spill prevention and control?   |  |
| [ ] Yes [ ] No   |  |
| 13. Is the carrier equipped to handle spill remediation and damaged containers at its terminals or on its vehicles when transporting HazMat enroute? |  |
| [ ] No [ ] Yes, how:   |  |
| Carrier Equipment Profile  |  |
| 14. What criteria or criterion do(es) the carrier use to determine equipment replacement?  |  |
| Tractors:  |  |

| DOE Initial Evaluation Criteria, Part 2: Evaluation Questions  |   |
|--|---|
| Trailers:  |   |
| Recap tire control:  |   |
| Capability to pass CVSA Level 1 inspection of tractor and trailer:   |   |
| Owner/Operators:   |   |
| 15. What types of communication devices are installed in the carrier's equipment?  |   |
| <input type="checkbox"/> CB Radio  | <input type="checkbox"/> Satellite  |
| <input type="checkbox"/> Two-way Radio   | <input type="checkbox"/> Pagers   |
|  | <input type="checkbox"/> Telephone (mobile or cellular)                                   |
|  | <input type="checkbox"/> Others   |
| 16. Does the carrier utilize onboard equipment to monitor driving habits and equipment use?                              |   |
| <input type="checkbox"/> No <input type="checkbox"/> Yes, explain:   |   |
|  |   |
| <b>Operations/Customer Service</b>   |   |
| 17. When pickup or delivery times will not be met, how does the carrier inform the shipper or receiver?                  |   |
|  |   |
| 18. Explain the carrier's ability to trace or track shipments in transit.  |   |
|  |   |
| 19. Explain the dispatch function.   |   |
|  |   |
| 20. Does the dispatch function have the ability to lock out drivers or equipment that is not in compliance (HOS or OOS)? |   |
|  |   |
| 21. Is the carrier involved in any intermodal programs?  | <input type="checkbox"/> No <input type="checkbox"/> Rail <input type="checkbox"/> Vessel |
| 22. What special services may be offered by the carrier?   |   |
|  |   |

| DOE Initial Evaluation Criteria, Part 2: Evaluation Questions   |  |
|---|--|
| <input type="checkbox"/> Drivers with security clearances<br><input type="checkbox"/> Team drivers<br><input type="checkbox"/> Call-in services<br><input type="checkbox"/> Other _____   |  |
| 23. What Electronic Data Interchange (EDI) capability does the carrier have?  |  |
| 24. Does the carrier participate in Electronic Funds Transfer (EFT)?  | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| <b>Drivers</b>  |  |
| 25. Does the carrier's employee hiring policy include checking:   |  |
| <input type="checkbox"/> Gaps in employment?<br><input type="checkbox"/> Frequent job shifts or changes?<br><input type="checkbox"/> All names (aliases) used by the applicant?<br><input type="checkbox"/> Applications completed in person, by the applicant, at the facility?<br><input type="checkbox"/> Type of military discharge?<br><input type="checkbox"/> U.S. citizenship?<br><input type="checkbox"/> Appropriate papers on file for resident alien (green card) applicants?<br><input type="checkbox"/> Present or prior residence information?<br><input type="checkbox"/> Personal references?<br><input type="checkbox"/> Criminal history?<br><input type="checkbox"/> Other: |  |
| 26. What is the carrier's driver turnover ratio for the past three years?   |  |
| Current Year _____  | Previous Year _____                                      |
| Next Previous Year _____  |  |
| 27. What is the carrier's hiring process and minimum qualifications for driver applicants (49 CFR 391.11)?  |  |
|   |  |
| 28. What type of background checks are conducted on potential drivers?  |  |
| <input type="checkbox"/> Former Employer <input type="checkbox"/> Criminal <input type="checkbox"/> Citizenship <input type="checkbox"/> Financial <input type="checkbox"/> Other   |  |
| 29. Does the carrier observe or survey drivers' performance while operating equipment?  |  |
| <input type="checkbox"/> No <input type="checkbox"/> Yes, explain:  |  |
|   |  |
| 30. Does the carrier have and enforce a written policy regarding drivers placed out-of-service who operate the vehicle before coming into compliance (jumping)?   |  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No, why:  |  |
|   |  |

| <b>DOE Initial Evaluation Criteria, Part 2: Evaluation Questions</b>   |  |
|--|--|
| <b>Training</b>  |  |
| 31. How does the carrier ensure that drivers are instructed in, and are knowledgeable of, the Federal Motor Carrier Safety Regulations (FMCSR)?  |  |
|  |  |
| 32. How does the carrier provide recurrent training in FMCSR regulations?  |  |
|  |  |
| 33. What is the format of instruction used?  |  |
| <input type="checkbox"/> Classroom <input type="checkbox"/> Video <input type="checkbox"/> Audio tape <input type="checkbox"/> Newsletters<br><input type="checkbox"/> Read and Sign <input type="checkbox"/> Computer-based training <input type="checkbox"/> Other _____ |  |
| 34. Has the carrier developed a program to instruct its drivers on the proper use of personal protective equipment (PPE)?  |  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| 35. Are drivers trained in emergency response actions?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 36. Are all HazMat employees subject to the carrier's Security Plan requirements (49 CFR 172.800) trained to the Security Plan?  |  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| <b>Maintenance of Equipment</b>  |  |
| 37. How does the carrier verify that drivers conduct pre-trip and post-trip vehicle inspections?   |  |
|  |  |
| 38. How are the carrier's maintenance capabilities carried out?  |  |
| <input type="checkbox"/> In-house <input type="checkbox"/> Third-party   |  |
| 39. Are drivers authorized to make repairs on equipment?   |  |
| <input type="checkbox"/> No <input type="checkbox"/> Yes, (what types):  |  |
|  |  |
| <b>Physical Security</b>   |  |
| 40. Has the carrier developed and implemented a Security Plan to address at-risk commodities or transportation routes?   |  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| 41. Has the carrier developed and implemented a Security Plan per DOT 49 CFR 172.800 as applicable to the commodities being shipped?   |  |

| DOE Initial Evaluation Criteria, Part 2: Evaluation Questions   |                |
|---|----------------|
| [ ] Yes [ ] No  |                |
| 42. Does the carrier have a formal Security Department/Organization?  | [ ] Yes [ ] No |
| 43. Can the carrier demonstrate the risk model used in the development of the Security Plan?  |                |
| [ ] Yes [ ] No  |                |
| 44. Does the carrier's Security Plan cover the following items:   |                |
| <input type="checkbox"/> Personal security?<br><input type="checkbox"/> Hazardous materials and package control?<br><input type="checkbox"/> Enroute security?<br><input type="checkbox"/> Plant or facility security?<br><input type="checkbox"/> Technical innovations ?<br><input type="checkbox"/> Management prerogatives?<br><input type="checkbox"/> Communications? |                |
| 45. Does the carrier include security in all decision-making processes?   | [ ] Yes [ ] No |
| 46. Does the carrier conduct security spot checks of personnel and vehicles?  | [ ] Yes [ ] No |
| 47. Does the carrier have appropriate access controls for the type of materials being stored/shipped?   | [ ] Yes [ ] No |
| 48. Is there adequate lighting/security in hazardous materials storage areas?   | [ ] Yes [ ] No |
| 49. Does the carrier have a policy for ensuring vendor/shipper legitimacy?  | [ ] Yes [ ] No |
| 50. Does the carrier maintain and implement security training for employees that includes:  |                |
| <input type="checkbox"/> Company security objectives?<br><input type="checkbox"/> Specific security procedures?<br><input type="checkbox"/> Employee responsibilities?<br><input type="checkbox"/> Organizational security structure?   |                |
| 51. How does the carrier distribute security messages to employees?   |                |
| <input type="checkbox"/> Newsletters <input type="checkbox"/> Bulletin boards <input type="checkbox"/> Safety Meetings<br><br><input type="checkbox"/> Other _____<br><br>_____<br><br>_____  |                |
| 52. Is there a specific frequency to the distribution of the security messages?   |                |
| <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Other ____<br>____   |                |
| 53. Does the carrier have a lock policy/procedure?  | [ ] Yes [ ] No |

| DOE Initial Evaluation Criteria, Part 2: Evaluation Questions  |  |
|--|--|
|  | No   |
| 54. Does the carrier have an access control policy/procedure?  | [ ] Yes [ ] No   |
| 55. Does the carrier have a policy to minimize stops when the shipment is enroute?   | [ ] Yes [ ] No   |
| 56. Does the carrier have a capability for providing escorts or guards for specific shipments of hazardous materials?  | [ ] Yes [ ] No   |
| 57. Has the carrier installed or considering installing advanced tracking technology for tractors and trailers?  |  |
| <input type="checkbox"/> Installed (i.e. satellite tracking, hot buttons, coded engine starting procedures, etc.)<br><br><input type="checkbox"/> Tractors _____<br><input type="checkbox"/> Trailers _____<br><br><input type="checkbox"/> Considering installation |  |
| 58. What communication systems have been installed to enhance the flow of information between driver, carrier, shipper, and receiver?  |  |
|  |  |
| 59. Identify the precautions the carrier has taken to prevent vandalism or theft within its facilities and while shipment of hazardous materials are enroute?  |  |
| Facilities:  | <input type="checkbox"/> Perimeter fencing <input type="checkbox"/> Lighting <input type="checkbox"/> Animals (i.e., dogs, etc.)<br><input type="checkbox"/> Security guards <input type="checkbox"/> Cameras<br><input type="checkbox"/> 24-hour operation <input type="checkbox"/> Other _____ |
| Enroute:   | <input type="checkbox"/> King pin locks <input type="checkbox"/> Valve locks<br><input type="checkbox"/> Team drivers <input type="checkbox"/> Other _____   |
| Hazardous Materials  |  |
| 60. How many years' experience does the carrier/staff have transporting the following commodities:   |  |
|  | Carrier                      Staff   |
| Hazardous materials?   | _____  |
| Radioactive materials?   | _____  |
| Hazardous waste?   | _____  |
| 61. What percentage of the carrier's business is composed of hazardous-materials shipments?  |  |
| _____ %  |  |
| 62. Beside requiring hazardous-materials training, does the carrier have any additional requirements for those drivers transporting hazardous materials in contract to general commodity drivers?  |  |

| DOE Initial Evaluation Criteria, Part 2: Evaluation Questions  |                |
|--|----------------|
| 63. Does the carrier provide equipment and training to handle damaged containers and/or spill cleanup?   |                |
| [ ] No [ ] Yes, describe:  |                |
| 64. Does the carrier trip-lease hazardous material shipments to other carriers?  |                |
| [ ] No [ ] Yes, who:   |                |
| 65. Does the carrier have any driver who must comply with the training requirement for Highway Route Control Quantity (HRCQ) shipments (49 CFR 397.101)? |                |
| [ ] No [ ] Yes, explain:   |                |
| 66. If transporting HRCQ materials, can the carrier provide a copy of the written route plan required by 397.101(d)?                                     |                |
| [ ] Yes [ ] No, why:   |                |
| Waste Carriers   |                |
| 67. Describe the record keeping process for uniform hazardous waste manifests.   |                |
|  |                |
| 68. Does the carrier act as a broker for hazardous waste shipments?  |                |
| [ ] No [ ] Yes, explain:   |                |
| 69. Does the carrier interline hazardous waste shipments?  |                |
| [ ] No [ ] Yes, explain:   |                |
| 70. Does the carrier accept shipments of hazardous waste from brokers?   |                |
| [ ] No [ ] Yes, explain:   |                |
| Carriers Transporting Hazardous Materials in Bulk  |                |
| 71. Does the carrier clean its own cargo tank equipment onsite?  | [ ] Yes [ ] No |
| 72. Are procedures established for the following cleaning methods, if used:  |                |

| DOE Initial Evaluation Criteria, Part 2: Evaluation Questions   |                              |                             |
|---|------------------------------|-----------------------------|
| Steam Cleaning?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Hot Water Cleaning?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Solvent Cleaning?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 73. Does the carrier have its cargo tanks cleaned by an independent third party?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 74. Does the carrier have a process to qualify independent cargo tank cleaning facilities?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 75. Is there a written policy to ensure loading and unloading responsibilities of a driver and shipper/receiver are documented?                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 76. Does the carrier use third party DOT registered facilities for cargo tank tests, inspections, and repairs?                                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 77. Has the carrier received a copy of the third parties registration number identification from DOT?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 78. How does the carrier perform inspections and re-testing of the bulk packages under its control?   |                              |                             |
|   |                              |                             |
| 79. What are the qualifications/certifications of the persons or organizations performing inspection, repairs, and re-testing functions?          |                              |                             |
|   |                              |                             |
| 80. List all exemptions for bulk packaging the carrier currently holds or is a party to. If more space is needed, please provide a separate list. |                              |                             |
| <u>Exemption</u>  | <u>Expiration Date</u>       |                             |
|   |                              |                             |
|   |                              |                             |

**Appendix 3 – Document Request List**

| Document Request List |  |
|-----------------------|--|
| A.                    | Completed Copy of Carrier Evaluation Questionnaire   |
| B.                    | Copy of Operating Authorities  |
| C.                    | Copy of Alcohol Misuse/Controlled Substance Use Policies/Procedures  |
| D.                    | BTS Form M (OMB#2139-0004), Securities and Exchange Commission Form 10K Report, or Most Current Income Statement and Balance Sheet |
| E.                    | Organization Chart   |
| F.                    | Carrier Quality Assurance Program  |
| G.                    | Brief History of the Company   |
| H.                    | DOT HazMat Safety Permit (if applicable)   |
| I.                    | Hazardous Materials (HazMat) Employees Training Program  |
| J.                    | List of all identified HazMat employees by category or by training requirements  |
| K.                    | Emergency Response Procedures/Plan   |
| L.                    | Copy of Driver’s Safety Awards Program & Disciplinary Policy   |
| M.                    | Copy of the Maintenance Program  |
| N.                    | Policy on maintaining and auditing Drivers’ Record of Duty Status  |
| O.                    | Complete copy of most recent DOT Compliance Review   |
| P.                    | Copy of Employee Hiring Policies   |
| Q.                    | Copy of Confined Space Entry Policy and Procedures (if applicable)   |
| R.                    | Copy of American Society of Mechanical Engineers (ASME) Board "R" Stamp (if applicable)  |
| S.                    | Copy of your letter to Federal Motor Carrier Safety Administration requesting a Cargo Tank (CT) number (if applicable)             |
| T.                    | Copy of Letter from PHMSA with CT number (if applicable)   |

**ATTACHMENT L-89**  
**Past Performance Information Form – Transportation Accidents**  
*(No page limitation)*

**Provide information on accidents that have occurred within 5 years from the effective date of the solicitation for the Offeror or the entity actually performing transportation/shipment services and/or where the Offeror was responsible for the management/arrangement of transportation/shipment services:**

**Provide information on accidents that are listed in the FMCSA database as of the effective date of the solicitation for the Offeror or the entity actually performing transportation/shipment services and/or where the Offeror was responsible for the management/arrangement of transportation/shipment services *(This information should explain the circumstances, including the work being performed, determination of fault, corrective action, if any, and any other information that is pertinent to the matter):***

**ATTACHMENT L-10**  
**Limitations on Subcontracting Verification**  
*(No page limitation)*

**Cost of Contract Performance Calculations:**

|  |                    |
|--|--------------------|
| (a) Prime Offeror's total cost of contract performance (i.e., Sum of Total Burdened Labor, excluding profit/fee, for CLIN 0001)                              | \$ -               |
| (b) Subcontractors'/Consultants cost of contract performance (i.e., Sum of Total Burdened Subcontract/Consultant Labor, excluding profit/fee, for CLIN 0001) | \$ -               |
| <b><u>(c) Total Cost of Contract Performance (a + b):</u></b>  | <b><u>\$ -</u></b> |

**Percent Calculations:**

|  |                 |
|--|-----------------|
| (d) Prime Offeror's percent of the cost of contract performance (a / c):             | %               |
| (e) Subcontractors'/Consultants percent of the cost of contract performance (b / c): | %               |
| <b><u>TOTAL (d + e):</u></b>   | <b><u>-</u></b> |

(1) Per FAR 52.219-14(c) & (c)(1), "By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for - Services (except construction)...At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern." The "cost of contract performance incurred for personnel" calculated above is in accordance with CFR Title 13, Ch 1, Part 125.6(e)(2), which defines said cost as direct labor and indirect costs whose base(s) include labor, including G&A (i.e., burdened labor costs excluding profit/fee).

(2) Per the limitations on subcontracting clause referenced above, the Offeror's proposed percent of the total cost of contract performance must be at least 50% to be considered for award (i.e., line (d) must be greater than or equal to 50%). The proposal will not be considered for award if the Offeror's proposed percent of the total cost of contract performance is less than 50%.

**PART IV — REPRESENTATIONS AND INSTRUCTIONS**

**SECTION M**

**EVALUATION FACTORS FOR AWARD**

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**M.1 DOE-M-2001 PROPOSAL EVALUATION – GENERAL (OCT 2015) -  
ALTERNATE II (OCT 2015)**

(a) Conduct of acquisition.

- (1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915, Contracting by Negotiation; and the provisions of this solicitation.
- (2) DOE has established a Source Evaluation Board to evaluate the proposals submitted by offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors and subfactors specified in the solicitation by assessing the relative significant strengths, strengths, significant weaknesses, weaknesses, deficiencies, and price and performance risks of each offeror's proposal against the evaluation factors in this Section M to determine the offeror's ability to perform the contract.
- (3) The designated source selection authority will select an offeror for contract award whose proposal represents the best value to the Government. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

(b) Deficiency in proposal.

- (1) A deficiency, as defined at FAR 15.001, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an offeror whose proposal is determined to be deficient.
- (2) A proposal will be eliminated from further consideration before complete evaluation if the proposal is ~~so grossly and obviously~~ deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the solicitation, or if it ~~clearly demonstrates that the offeror~~ does not ~~understand the requirements~~ substantially and materially comply with the proposal preparation instructions of ~~the~~this solicitation. Cursory responses or responses which merely repeat or reformulate the performance work statement will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

- (c) Responsibility. In accordance with FAR Subpart 9.1, Responsible Prospective Contractors, and DEAR Subpart 909.1, Responsible Prospective Contractors, the Contracting Officer is required to make an affirmative determination of whether a prospective contractor is responsible. The Contracting Officer may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful offeror is responsible, the Contracting Officer shall make a determination of nonresponsibility and no award will be made to that offeror; unless, the apparent successful offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Part 19.6, Certificates of Competency and Determinations of Responsibility.
- (d) The MCEP Initial Evaluation Forms provided in Attachment L-7 or proof of current MCEP audit certification will also be used as part of the responsibility determination in order to determine the Offeror's future capability to pass the MCEP Audit or maintain current certification as required in Section H.7. The Offeror's most recent Department of Transportation Compliance Review, regardless of the year in which the compliance review was conducted, and the Offeror's most recent Department of Transportation Security Review, if any, that has been conducted within 5 years from the proposal due date, may be considered by DOE as part of the responsibility determination.
- (e) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. Therefore, the Offeror's initial proposal shall contain the Offeror's best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary and may limit the competitive range for purposes of efficiency.
- (f) Organizational conflicts of interest. The Offeror is required by the provision at Section K.4, Organizational Conflicts of Interest Disclosure, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the instant contract. No award will be made to the apparent successful offeror, if the Contracting Officer determines that a conflict of interest exists that cannot be avoided, neutralized, or mitigated.

**M.2 DOE-M-2002 EVALUATION FACTOR – TECHNICAL AND MANAGEMENT APPROACH (OCT 2015)**

- (a) DOE will evaluate the Offeror's understanding, capability, and technical approach for performing the PWS, including but not limited to, the below-listed requirements of the Performance Work Statement.
  - (1) Contract Transition:

~~The Offeror~~DOE will ~~be evaluated on~~evaluate the degree to which the Offeror's proposed approach for transitioning the work (and workforce) from the incumbent contractor, in accordance with the contract requirements contained in C.3.1.16.1, is comprehensive, feasible, effective, and will allow a smooth and orderly transition.

(2) Transportation Management:

DOE will evaluate the Offeror's proposed approach to successfully implement and execute the technical and management requirements of the PWS to include the methods and processes for providing CVSA level VI qualified tractor and driver services to meet task order requirements, including dispatch process and monitoring of ~~truck sets~~trucks in accordance with the DOE Transportation Schedule (C.3).

(3) Tractors, Trailers, and Support Equipment – Acquisition and Maintenance:

DOE will evaluate the Offeror's technical approach for acquiring and maintaining tractors and support equipment to CVSA level VI criteria, as identified in the PWS, in order to provide qualified tractor-trailer services that will achieve ~~less than~~ one percent ~~or less tractor-trailer set monthly~~ downtime ~~rate~~ (C.3.3 and C.3.4).

(4) Quality Assurance:

DOE will evaluate the Offeror's proposed technical approach to successfully implement and execute a quality assurance program for hazardous waste transport operations as specified in the PWS (C.4.~~65~~).

(5) Safety Program:

DOE will evaluate the Offeror's proposed technical approach for establishing and maintaining a safety/ISMS program (C.4.~~76~~) that meets the PWS requirements for providing qualified driver services (C.3.1.13).

(b) Risks: DOE will evaluate the ~~effectiveness of the Offeror's approach to identifying risks, the Offeror's~~ Offeror's three most significant identified risks to successful performance of the PWS; ~~the Offeror's rationale for the identified risks and their potential impacts~~; and the Offeror's approach to eliminating, avoiding, or mitigating risks. ~~If more than three risks are identified by the Offeror, DOE will evaluate only the first three risks.~~

(c) DOE will evaluate the offeror's key technical inputs, assumptions, and justifications used to determine its technical approach and/or support its technical understanding.

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### M.3 DOE-M-2003 EVALUATION FACTOR – KEY PERSONNEL (OCT 2015)

(a) Key personnel. ~~The offeror will be evaluated on whether the Key Person is employed by the prime contractor.~~ Failure of the Offeror to propose the required key personnel position ~~or to confirm that the Project/Terminal Manager is employed by the prime~~

~~contractor~~ will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

- (b) Qualifications and suitability. The individual proposed as the Project/Terminal Manager will be evaluated on the degree to which he/she is qualified and suitable for the proposed position in relation to the work for which he/she is proposed to perform and areas of responsibility.

The qualifications and suitability of the proposed Project/Terminal Manager will be evaluated on the following:

- (1) Education. The proposed Project/Terminal Manager will be evaluated on his/her education, training, certifications, experience, and ~~or~~ licenses. ~~Experience, including any experience~~ in lieu of education, ~~may be considered that supports the suitability for the position.~~
  - (2) Experience. The Project/Terminal Manager will be evaluated on his/her ~~recent relevant experience~~ past success and accomplishments, including leadership, in performing work similar in size, scope, ~~size~~, and complexity to that required under the contract.
  - (3) Demonstrated performance. The Project/Terminal Manager will be evaluated on his/her recent relevant past performance, including leadership and other accomplishments, as demonstrated through the resume information and reference checks.
- (c) DOE may contact references of the Project/Terminal Manager and previous employers to verify the accuracy of the information contained in the resume and to further assess his/her qualifications and suitability. DOE may also consider information received from other sources in its evaluation of the Project/Terminal Manager.
- (d) Failure of the offeror to provide a letter of commitment for the proposed Project/Terminal Manager may adversely affect the Government's evaluation of the proposal.

#### **M.4 DOE-M-2007 EVALUATION FACTOR – RELEVANT EXPERIENCE (OCT 2015)**

- (a) Offeror. The offeror will be evaluated on its recent and relevant experience performing work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS, including cross-country shipment of hazardous and/or radioactive waste, other hazardous or radioactive shipments, and/or other types of cross-country or long-haul shipments); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g., types of waste, nuclear environment, CVSA Level VI inspection criteria, working with Federal, State, Tribal regulatory bodies and stakeholder groups,

rigorous safety and quality assurance requirements, stringent driver qualification requirements, etc.).

- (b) Subcontractors. In addition to evaluation of the offeror's relevant experience, the offeror's proposed critical subcontractors (defined as any subcontractor proposed to perform driver services, tractor services, and/or tractor and trailer maintenance services during the life of the contract regardless of subcontract value) will be evaluated on the degree of their relevant experience, including currency, in performing work similar in scope, size, and complexity to that proposed to be performed by that individual entity.
- (c) Newly formed entity. If the offeror, ~~critical~~ subcontractors, or other performing entities are a newly formed entity with no relevant experience, the evaluation of relevant experience will be based on the experience of any parent organization(s) or member organizations in a joint venture, LLC, or other similar entity consistent with the methodology described in paragraphs (a) and (b) above. Relevant experience of predecessor companies resulting from mergers and acquisitions may also be considered.
- (d) Verification of experience. The evaluation of experience may consider any information obtained by DOE from any sources including, but not limited to, third-party sources, customer references, clients, and business partners.

#### **M.5 DOE-M-2008 EVALUATION FACTOR – PAST PERFORMANCE (OCT 2015)**

- (a) Offeror. The offeror will be evaluated on the currency, relevancy, and quality of its past performance, in performing work similar in scope, size, and complexity to that described in the Performance Work Statement to assess the offeror's potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS, including cross-country shipment of hazardous and/or radioactive waste, other hazardous or radioactive shipments, and/or other types of cross-country or long-haul shipments); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g., types of waste, nuclear environment, CVSA Level VI inspection criteria, working with Federal, State, Tribal regulatory bodies and stakeholder groups, rigorous safety and quality assurance requirements, stringent driver qualification requirements, etc.).
- (b) Subcontractors. In addition to evaluation of the offeror's relevant past performance, the offeror's proposed critical subcontractors (defined as any subcontractor proposed to perform driver services, tractor services, and/or tractor and trailer maintenance services during the life of the contract regardless of subcontract value) will be evaluated on the quality of their recent respective past performance in performing work similar in scope, size, and complexity to that proposed to be performed by that individual entity.

- (c) Newly formed entity. If the offeror, subcontractors, or other performing entities are a newly formed entity with no record of relevant past performance, the evaluation of past performance may be based on the past performance of any parent organization(s) or member organizations in a joint venture, LLC, or other similar entity consistent with the evaluation described in paragraphs (a) and (b) above. Past performance of predecessor companies resulting from mergers and acquisitions may also be considered.
- (d) Performance information. The offeror will be evaluated on corrective actions taken by the offeror to resolve problems encountered in performance of the referenced contracts. DOE will consider the contracts terminated for default or convenience, as identified in Attachment L-5, List of Contracts Terminated for Default or Convenience, including the reasoning for the terminations. The information provided in Attachment L-~~89~~, Past Performance Information Form - Transportation Accidents will also be considered for evaluation.
- (e) No record of past performance. If the offeror, critical subcontractors, or other performing entities do not have a record of relevant past performance or if information is not available, the offeror will be evaluated neither favorably nor unfavorably.
- (f) Sources of past performance information. The Government will evaluate past performance information provided by the offeror and other available information. The Government may contact any or all of the references provided by the offeror and will consider such information obtained in its evaluation. The Government may also consider past performance information from sources other than those provided by the offeror, such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government's ~~Contractor~~Past Performance Assessment Reporting Information Retrieval System.
- (g) The Department will also consider any information regarding accidents that pertain to the Offeror.

#### M.6 EVALUATION FACTOR – ~~COST OR PRICE~~

- (a) The Offeror's cost/price proposal will not be point scored or adjectivally rated, but will be evaluated for completeness, price reasonableness, and whether the proposed price reflects an understanding of the RFP requirements, and an Offeror's responsibility and financial capability.
- (b) The responsibility and financial capability evaluation will take into consideration whether the Offeror has adequate financial resources and the minimum liability coverage per 49 CFR 387 and Section DOE-H-2049 Insurance Requirements to perform the Contract or has the ability to obtain them. In addition, DOE will evaluate the Offeror's demonstration of compliance with the Limitations on Subcontracting, as well as, the Offeror's documentation provided to ensure an adequate accounting

system and adequate financial capability to complete the contract. Any proposal that does not meet the requirement in FAR 52.219-14 that at least 50% of the price of contract performance incurred for personnel shall be expended for employees of the Offeror (as demonstrated in Section L, Attachment L-10) may be considered unacceptable and may not be considered for award.

(c) The price evaluation will be based upon the Offeror's "Total Proposed Contract Price" which will be calculated using the Offeror's Fixed-Unit Pricing included in paragraphs (a), (b) and (c) of Section B.3 entitled "Pricing Schedule" and the DOE provided cost of Cost Reimbursable items included in paragraph (d) of Section B.3. The "Total Proposed Contract Price" will be calculated as the arithmetic sum of the following items:

- (1) The Offeror's Total Firm Fixed Price proposed for the 60-Day Contract Transition Period at B.3(a);
- (2) The Offeror's Total Firm Fixed Price for Basic Transportation Services for Periods 1 through 5 at B.3(b);
- The sum of the Offeror's Firm-Fixed Unit Rates for Additional Transportation Services at B.3(c), ~~which includes the following:~~
  - ~~The total will include the sum of the rates provided for the service of one tractor (Additional Tractor Services: Provide, maintain and operate 1 to 18 additional tractors including the required equipment per Section C.3.3 and C.3.4. Included in the Offeror's Evaluated Price will be the sum of Firm-Fixed Unit Rates for 6 month and 12 month task order delivery periods for Periods 1 through 5;~~
  - ~~Maintenance) or one trailer (Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4. Included in the Offeror's Evaluated Price will be the sum of Firm Fixed Unit Rates for 6 month and 12 month task order delivery periods for Periods 1 through 5; and~~
  - (3) ~~Additional Driver Services: Provide 1 to 18 additional) or one driver team~~team (2 drivers per team) ~~(including driver training and qualification) per Section C.3. Additional Driver Services) for Periods 1 – 5. Included in for both the Offeror's Evaluated Price will be the sum of Firm Fixed Unit Rates for 6-month and 12-month task order delivery periods for Periods 1 through 5.~~
- (4) The Total Estimated Costs already specified in Section B.3(d) for Cost Reimbursable Items.

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(d) The Government will use the prices provided by the Offeror in Section L, Attachment L-6, Cost/Price Proposal Worksheets for price evaluation purposes. If there is a discrepancy between the unit prices specified by the Offeror in Section L, Attachment L-6 and the corresponding unit prices specified by the Offeror in Section B.3, the unit

prices specified by the Offeror in Section B.3 will be used to determine the total evaluated price.

- (e) An unreasonable or incomplete Cost/Price Proposal may be evidence of the Contractor's lack of, or poor understanding of, the requirements of the PWS. The Government may determine an offer is unacceptable if offered prices are unreasonable, if the Cost/Price Proposal is incomplete, or if offered prices are significantly unbalanced.

#### **M.7 DOE-M-2011 RELATIVE IMPORTANCE OF EVALUATION FACTORS (OCT 2015)**

- (a) ~~The relative importance of the~~The evaluation factors for the Technical and Management Proposal are as follows.

Factor 1: Technical and Management Approach  
Factor 2: Key Personnel  
Factor 3: Relevant Experience  
Factor 4: Past Performance

Factor 1, Technical and Management Approach, and Factor 2, Key Personnel, are considered equal in importance, and are each slightly more important than Factor 3, Relevant Experience and Factor 4, Past Performance. Factor 3, Relevant Experience and Factor 4, Past Performance are considered equal in importance.

Each evaluation factor applicable to this solicitation is identified and described in this and other provisions of this Section M. The descriptive elements of each evaluation factor will be considered collectively in arriving at the evaluated rating of the offeror's proposal for that evaluation factor. Areas within an evaluation factor are not sub-factors and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation factor.

- (b) The evaluation factors for the Technical and Management Proposal, when combined, are significantly more important than the evaluated price.

#### **M.8 DOE-M-2012 BASIS FOR AWARD (OCT 2015)**

The Government intends to select one offeror for award of one contract that represents the best value to the Government. In determining the best value to the Government, the evaluation factors for the Technical and Management Proposal, when combined, are significantly more important than the evaluated price. The Government is more concerned with obtaining a superior technical and management proposal than making award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one offeror's technical and management proposal over another. The Government will assess what the strengths and weaknesses between or among

competing technical and management proposals indicate from the standpoint of: (1) what the difference might mean in terms of anticipated performance, and (2) what the evaluated price to the Government would be to take advantage of the difference. The closer or more similar in merit that offerors' technical and management proposals are evaluated to be, the more likely the evaluated price may be the determining factor in selection for award.

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